

What's changed

Medical malpractice

The purpose of this document is to highlight the changes between QM824-1116 Medical Malpractice Civil Liability Insurance Policy and QM824-0518 Medical Malpractice Civil Liability Insurance Policy.

Please note that this is a summary only. It does not form part of your policy and does not take into account your individual circumstances. Please read the new Policy Wording thoroughly for full details of cover, conditions and exclusions to ensure it meets your requirements. Insofar as there is any reduction or difference in cover from that provided in the earlier wording this document also serves as a Derogation Notice.

You can download a copy of the new Policy Wording (QM824-0518) from QBE's website. Alternatively, you may request a copy to be forwarded to you.

Important Information		
Dispute Resolution	Clarification	Now called 'Resolving complaints and disputes'.
'Claims made and notified' notice	Clarification	Moved from 'Policy Wording' to 'Important Information'.
Our agreement with you		
Excesses	Clarification	The term 'excess' changed to 'deductible'. Clarification that the deductible is inclusive of costs and expenses.
How much we will pay	Benefit and clarification	Sublimits for cover for Additional benefits set out.
Definitions		
Definitions	Clarification	Now appear at the end of the wording as 'Words with special meaning'.
Section 1: Insuring clauses - Insuring clause clarification		
Now in 'Section 2: Additional benefits'.		
Australian consumer law and similar legislation	Clarification	Act, error or omission must be unintentional and arise solely out of the provision of Healthcare services.
Defamation	Clarification	Claim must be made during policy period for unintentional defamation arising solely out of the provision of Healthcare services
Joint venture	Clarification	No cover for the insured's associates or joint venture partners.
Loss of documents	Clarification	Clarity that no deductible applies.
	Reduction	\$250,000 sublimit now applies to both first and third party claims.

Section 2: Policy extensions

Now 'Section 2: Additional benefits'.

Advance claim protection	Benefit	New cover for costs and expenses you incur with a lawyer on our Panel up to \$100,000 while we determine policy response to a notification.
Committee Members	Benefit	Expansion and clarification of cover.
Continuous Cover	Clarification	We have the discretion to apply the Limit of Indemnity and the Deductible under the prior Policy in place when the circumstance should have been notified.
Court attendance costs	Benefit	No need for insured to be legally compelled by way of subpoena or similar notice to attend hearing.
	Clarification	Clarity that no deductible applies.
Coverage for excluded conduct claims	Reduction	Removed limited write back for excluded claims arising from molestation and intoxicants or drugs.
Extended reporting period	Reduction	Period reduced from 60 to 30 days.
Estates and legal representatives	Clarification	Now called 'Heirs and estates'.
Fines and penalties	Benefit	<ul style="list-style-type: none"> • Now called 'Penalties'. • Cover extended to civil penalties by regulatory authorities or insured's professional bodies (previously just work health and safety) which we are not prohibited by law from paying.
	Reduction	Sublimit reduced to \$100,000 (previously \$250,000).
Official investigations and enquiries - costs and expenses	Clarification	<ul style="list-style-type: none"> • Now called 'Inquiry costs and expenses'. • Confirmation that the insured must notify us in writing of the request or attendance prior to incurring the costs and expenses.
Medicare and medical fund fraud	Clarification	\$1,000,000 Sublimit applies.
Molestation (Legal defence costs)	Reduction	No cover for costs and expenses of employee charged with molestation.
	Clarification	No cover for costs and expenses arising from an Inquiry, investigation, examination or Royal Commission in relation to actions of your employee, any criminal prosecution in relation to alleged molestation of, physical abuse of a person by a Locum Tenens, Volunteer, Committee Member or student.
New created or acquired subsidiaries	Reduction	New subsidiaries covered automatically for up to 30 days (previously 60 days).

Section 2: Policy extensions (continued)		
Now 'Section 2: Additional benefits'.		
Run off cover	Benefit	Policy period may be extended for up to 84 months on payment of pro rata additional premium.
	Clarification	No increase in the Limit of Indemnity nor the Aggregate limit.
Telehealth	Benefit	Covers claims arising from Healthcare services undertaken remotely using telecommunication techniques.
Section 3: Optional extensions		
Fidelity	Reduction	Now limited to \$10,000 where dual controls not in place.
Previous Business	Clarification	Optional extension removed from wording, but still available on request.
General Conditions		
Now 'Section 6: General Conditions'.		
Alteration to risk	Clarification	Now called 'Material alteration to risk'.
Governing law	Clarification	Separate provision for clarity. (Previously under 'Policy construction and interpretation'.)
Other Insurance	Reduction	Cover is subject to that provided by another policy, but does not prevent the insured from claiming under this policy.
Reasonable assistance	Clarification	Clarifies insured's need to cooperate with our claim for contribution from another insurer.
Reasonable care	Clarification	Stated separately for clarity and emphasis.
Recovery action and uninsured loss	No change	Combination of old sections, 'Preventing our right of recovery' and 'Subrogation'.
	Benefit	QBE may offer to recover the insured's uninsured loss in our third-party recovery action.
Severability / non-imputation / innocent non-disclosure	Clarification	Moved from 'Section 2: Policy extensions'.
General exclusions		
Now 'Section 4: Exclusions'.		
Assumed duty or obligation	Clarification	Renamed and reworded for clarity (now 'Contractual liability').
Cosmetic procedures	Clarification	Previously under 'Medical Facilities'.
Directors and Officers and Superannuation Trustee	Clarification	Clarification that there is no cover for claims arising from the management of superannuation funds.

General exclusions (continued)		
Now 'Section 4: Exclusions'.		
Fraud and dishonesty	Clarification	<ul style="list-style-type: none"> • Now called 'Dishonesty and recklessness'. • Write back for civil liability for Loss arising from fraudulent or dishonest refund claim made against Medicare Australia or any health fund by an Employee.
Medical Facilities	Clarification	Separated into three exclusions 'Provision of Medicine & drugs', 'Obstetrics' and 'Cosmetic Procedures'.
Obligations to employees	Clarification	Exclusion applies to bodily injury and damage or destruction of property of any Employee, Volunteer, student, Committee member or Locum Tenens.
	Reduction	Cover excludes employment disputes.
Obstetrics	Clarification	Previously under 'Medical Facilities'.
Occupier's Liability	Clarification	Expanded to include 'aircraft, motor vehicles and watercraft ' exclusion.
Pollutants	Clarification	<ul style="list-style-type: none"> • Now called 'Pollution'. • Write back removed for sudden and accidental release of pollutants caused by error in design or specification.
	Reduction	Clarification that exclusion does not apply to Healthcare services performed as a result of any injuries arising out of the effects of asbestos.
Provision of medicines and drugs	Clarification	Previously under 'Medical Facilities'.
Related or associated entities	Reduction	Exclusion now applies to any claim brought by a Family member.
Refund of fees or charges	Clarification	Clarification that there is no cover for fees or other remuneration owing to or by the insured.
Claims		
Now 'Section 5: Claims Conditions'.		
Allocation	Clarification	Sets out process for allocation of amounts covered and not covered where Claim or Inquiry is only covered in part by the Policy.

Definitions		
Now 'Words with special meaning' at back of policy document.		
Claim	Clarification	Now defined as claim for compensation.
Committee member	Benefit	Now defined for clarity.
Costs and expenses	Clarification	Does not include insured's wages, salaries or overheads.
Employee	Reduction	Cover for apprentices removed.
Inquiry	Clarification	Previously defined as part of 'Investigation costs and expenses'.
Locum Tenens	Clarification	Now defined for clarity.
Loss	Clarification	Now defined for clarity.
Money	Clarification	Now defined for clarity. Does not include cryptocurrency.
Obstetrics services	Clarification	Definition clarified and moved to within exclusion.
Penalty	Benefit	Definition (now 'Penalties') expanded to include civil penalties imposed by disciplinary committees.
Property Damage	Clarification	Now defined for clarity.
Regulatory authority	Benefit	Expanded to include Royal Commissions and Commissions of Inquiry.
Retroactive Date	Clarification	Now defined for clarity.
Senior Counsel	Benefit	Definition expanded to any Senior Counsel, not just of Australia or New Zealand.
Sublimit	Clarification	Now defined for clarity.
Subsidiary	Clarification	Definition clarified.
Volunteer	Clarification	Now defined for clarity.
You, your, yours	Clarification	<ul style="list-style-type: none"> 'Committee member' now has separate definition. 'Qualified Medical practitioner' expressly excluded.

Any questions?

If you have any questions about these changes, please call us on 133 723.