

# MDA National Dental Indemnity Policy

This Supplementary document details amendments to the MDA National Dental Indemnity Policy V.6 effective 1 July 2022.

This Supplementary document details amendments to the MDA National Insurance Dental Indemnity Policy V.6 effective 1 July 2022. It incorporates the amendments set out in the Supplementary document effective 1 July 2021. The amendments effective 1 July 2022 are highlighted in **green**

The amendments effective 1 July 2021 are to:

- update our contact details for when you wish to take advantage of our internal dispute resolution process.
- amend the extended reporting period provision so that the final distribution of your estate following your death will no longer be one of the possible dates by which the extended reporting period expires. The effect of the amendment is to avoid any doubt that if after your death a claim is made against your estate and the Policy and extended reporting period requirements are satisfied, we will act on behalf of the estate to defend the claim.
- outline the circumstances that constitute a single claim or a single investigation or inquiry under the Policy.
- clarify the consequences of not complying with Policy conditions.
- clarify the definition of Excess.
- include a cyber exclusion (and definitions) limited to cover for loss of documents.

The amendments effective 1 July 2022 are:

#### Section 1 (Important Information)

- to further clarify your rights under s 40(3) of the *Insurance Contracts Act 1984 (Cth)*
- to clarify the Policy condition and your contractual obligation to notify us of claims against you, investigations, inquiries and other matters, at clause 17 of Policy Wording

#### Section 2 (the Policy Wording)

- to outline the circumstances that constitute a single claim, clause 13
- to amend the Policy to set out the circumstances in which claims against you, investigations or inquiries with respect to an act or omission outside your field of practice at the time of the act or omission are not covered, clause 14.4.
- to simplify the exclusions in relation to claims against you by employees, clause 14.14.
- to clarify your contractual obligation to notify us of claims against you, investigations, inquiries and other matters, clause 17.
- to clarify the circumstances in which you may be required to pay an amount equivalent to the fees you received, clause 26

## Amendment to SECTION 1 — Important Information

### Page 3 A claims made policy

The second last paragraph under this heading is replaced by:

Under Section 40(3) of the *Insurance Contracts Act 1984 (Cth)*, if you notify us in writing during your period of insurance of circumstances that may give rise to a claim against you, we will not be relieved of liability under the Policy by reason only that any claim against you was made after your period of insurance. However, you must notify us of the claim against you as soon as you become aware of it.

### Page 6 – A new heading of Single claim is added.

If more than one claim is made against you and those claims arise from related acts or omissions, then the amount we indemnify you for is limited to the indemnity applicable at the time the first claim was made against you.

If more than one investigation or inquiry is commenced against you and those investigations or inquiries arise from related acts or omissions, then the amount we indemnify you for is limited to the indemnity applicable at the time of the first investigation or inquiry.

See clause 13 of the Policy Wording for details.

### Page 6 Policy Conditions

The words on page 6 under this heading are replaced by:

There are things that you must do. If you do not do them, we may be able to reduce or avoid our liability under the Policy. These conditions are set out in clauses 16 to 26 (inclusive) of the Policy Wording. For example, you must pay the premium when it is due (clause 16). You must also notify us in writing as soon as practicable after you become aware of any claim against you, investigation or inquiry. (clause 17).

### Page 8 — MDA National Insurance internal dispute resolution

The telephone number under the above heading is replaced with:

Phone: 1800 011 255 (Freecall)

## Amendment to SECTION 2 — Policy Wording

### Page 14 — Extended reporting period

Clause 11 is replaced with:

11. The extended reporting period will commence on the commencement date for the extended reporting period set out in the Certificate of Insurance and expire on the first to occur of:
  - (a) you providing any dental service in Australia after the commencement of the extended reporting period set out in the Certificate of Insurance, whether or not for reward; or
  - (b) us cancelling the Policy (including the extended reporting period); or
  - (c) the limit of indemnity being reached.

## Page 14 – Clause 8 Loss of Documents (dental practitioners only)

Remove the words:

We will not indemnify you for any costs and expenses incurred in replacing or restoring electronic documents or data as a result of a computer virus or an unauthorised access to your systems where you do not have appropriate back up storage systems and protocols and current security software installed to protect your documents and data.

Replace those words with:

See Exclusion 14.27

## Page 16 – A new heading of Single claim is added and Clause 13 is replaced with the following

### Single Claim

Where

- (a) an act or omission;
- (b) one or more related acts or omissions; or
- (c) any course of related treatment;

gives rise to more than one claim against you, (whether by one or more claimants) all such claims will constitute a single claim against you and will be deemed to have been first made at the time the earliest claim was made against you regardless of whether that time is before or during the period of insurance.

Without limiting the circumstances which constitute a single claim, all claims forming part of a class, group or representative action will constitute a single claim.

Where

- (a) an act or omission;
- (b) one or more related acts or omissions;
- (c) any course of related treatment; or
- (d) any acts or omissions which are substantially in common with each other

gives rise to more than one investigation or inquiry, all such investigations and inquiries will constitute a single matter for which you claim under the policy and will be deemed to have been first made at the time the earliest investigation or inquiry arose regardless of whether that time is before or during the period of insurance.

## Page 16 Clause 14.4 Exclusions

Clause 14.4 is replaced by:

14.4 the claim against you, investigation or inquiry, arises in any way out of a practice or procedure not within your field of practice, except where the claim against you, investigation or inquiry relates to Good Samaritan acts described in clause 2. However, if the claim against you, investigation or inquiry arises from an act or omission occurring prior to the period of insurance but while we were your insurer then, for the purpose of this exclusion only, field of practice is altered to mean the field of practice set out in the Certificate of Insurance in place at the time of that act or omission.

## Page 18 Clause 14.14 Exclusions

Clause 14.14 is replaced by  
the matter for which you claim under the policy:

- (a) is a matter in respect of which we are prohibited from providing or not authorised to provide cover, including but not limited to workers' compensation; or
- (b) arises in any way out of a claim against you for personal injury or property damage by an employee or contractor of yours (or of a practice entity controlled by you), in the course of their employment or engagement;

## Page 19 – Exclusions

Add exclusion 14.28:

the matter for which you claim under clause 8 (Loss of documents) of the Policy arises in any way out of cyber loss.

For the purposes of this exclusion only:

Cyber loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident.

Cyber act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or

criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.

Cyber incident means:

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

## Page 20 – Conditions

The following wording is added under the heading.

You must comply with the following conditions. If you fail to do so, subject to the *Insurance Contracts Act 1984 (Cth)*, we can do any one or more of the following:

- (a) refuse to pay, (either in whole or in part) any claim you make under the Policy;
- (b) not provide you with assistance (or withdraw assistance); and
- (c) cancel your Policy.

## Page 20 Clause 17 Conditions – When you have to notify us

Clause 17 is replaced by

17. You must notify us in writing as soon as practicable after you become aware of any claim against you, investigation, inquiry, criminal action, prosecution or loss of documents;

## Page 22 – Clause 26 Conditions - Refund of professional fees

Clause 26 is replaced by

26. When:


- (a) there are reasonable grounds for us believing the dental services provided to a patient were of an unsatisfactory clinical or professional standard; and
- (b) we request you to do so in writing you must, as directed by us, pay to the patient or to us the amount we request, up to the amount of the fees that you received in relation to that patient. The amount we request may be for the purposes of a refund or contributing towards the cost of remedial treatment provided to the patient.

## Page 26 – Definitions

The definition of Excess is amended as follows;

Excess – means the amount set out in the Certificate of Insurance that must be paid to us or at our direction before we will indemnify you.

mdanational.com.au

1800 011 255  peaceofmind@mdanational.com.au

The MDA National Group is made up of MDA National Limited ABN 67 055 801 771 and MDA National Insurance Pty Ltd (MDA National Insurance) ABN 56 058 271 417 AFS Licence No. 238073. Insurance products are underwritten by MDA National Insurance. Before making a decision to buy or hold any products issued by MDA National Insurance, please consider your personal circumstances, and read the Product Disclosure Statement and Policy Wording available at [mdanational.com.au](http://mdanational.com.au). 2114.6