

# Australian Society of Medical Imaging and Radiation Therapy Group Policy

## Important Information

### Who does the Australian Society of Medical Imaging and Radiation Therapy (ASMIRT) Group Policy Cover?

The Group Policy held by ASMIRT provides cover to current Eligible Members of ASMIRT as a benefit of membership.

This is available to Australian and New Zealand Residents, who are Eligible ASMIRT Members and hold one of the following ASMIRT membership categories:

- i. Voting member – V1
- ii. Voting member – V3

In addition to these categories:

- > Student members of ASMIRT working under the supervision of an Eligible ASMIRT Member will also be provided protection by the ASMIRT Group Policy.
- > The ASMIRT Group Policy also provides run-off cover to those who maintain a current ASMIRT membership, and are, or become, permanently retired and/or permanently cease to provide Professional Services during the policy period.

### Who is the insurer?

The insurer is Guild Insurance Limited ("Guild"), ABN 55 004 538 863 and AFS Licence Number 233791. Guild has issued the Group Policy to ASMIRT. Eligible Members can access the benefits of this Group Policy.

Guild Insurance is an Australian Prudential Regulation Authority (APRA) regulated insurer with an A.M. Best rating of

A-stable outlook. Guild works with over 130 associations and insures over 80,000 customers across Australia and has done for over 55 years. As a 100% Australian owned company, all claims decisions are made by the Guild Group.

The association does not hold an Australian Financial Services Licence, therefore does not provide advice on the Group Policy and each practitioner should consider obtaining their own financial product advice about the product from a person who is able to provide such advice under an Australian Financial Services Licence.

### What does the policy cover?

The ASMIRT Group Policy provides cover which will protect Eligible Members against civil liability claim(s) made against them arising out of a breach of professional duty due to any actual or alleged act, error or omission made by them, whilst providing their professional services as a medical radiation practitioner. The policy provides cover for compensatory damages and the member's legal defence costs including claimant's costs.

The applicable policy limits are:

- > Professional Indemnity – up to \$20 million for any one claim and \$60 million in total for all professional indemnity claims.
- > Public Liability – \$20 million for any one claim and a \$60 million in the aggregate for all public liability claims.
- > Products Liability – \$20 million for any one claim and in total for all products liability claims.

For a copy of the policy schedule with all of the applicable limits, please contact the ASMIRT office on **(03) 9419 3336**.

### Scope of practice

Eligible Members are covered for the following scope of practice:

- > The provision of services by medical radiation practitioners.

If you perform work or services that fall outside the scope of what is recognised above, please contact Guild Insurance on **1800 810 213**.

### Additional benefits

- > Inquiries and Proceedings – legal representation costs where you are the subject of an inquiry by a statutory or regulatory body. \$250,000 sublimit applies.
- > Individual policy limits – unlike other group arrangements where you share the one policy limit with all participants, under the ASMIRT Group Policy you have your own limit to draw upon.
- > Molestation defence costs cover – cover for legal defence costs arising out of allegations of sexual misconduct made against you in the course of providing your professional services. \$250,000 sublimit applies.
- > Ongoing protection while in retirement (Run-off cover)

**1800 810 213**

[guildinsurance.com.au](http://guildinsurance.com.au)



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# Frequently asked questions

## Who is eligible for ongoing protection in retirement (“Run-off Cover”)?

Run-off cover is provided to protect Eligible Members in the event of an allegation or claim being made against them after they permanently retire or permanently cease to provide Professional Services.

Eligible Members who retire on or after 30 June 2020 and maintain ASMIRT membership will be provided Run-off cover after ceasing practice.

## What is the retroactive date? (i.e. Cover for past acts)

There is an unlimited retroactive date applicable to this policy. This means the policy will respond to civil claims made against you from the time you first starting practising.

## What is typically excluded by the policy?

The policy does not cover:

- > Work performed or services rendered that is not defined in your scope of practice.
- > Fraudulent, Dishonest, Criminal, Malicious, Wilful or Intentional Acts
- > Claims arising from allegations of employment related disputes.
- > Claims arising from any act, error, omission or conduct of yours while you were under the influence of alcohol, intoxicants or drugs.
- > Claims brought against you in a court outside of Australia and New Zealand (does not apply to Good Samaritan Acts).

Please refer to the policy wording and policy schedule for full terms and conditions of the policy, including all exclusions.

## How can I get a copy of the policy wording and/or proof that I am covered by the ASMIRT Group Policy?

To obtain a copy of the policy wording, the scope of cover and a detailed list of exclusions, or arrange a Certificate of Cover, please contact the ASMIRT on **(03) 9419 3336**.

For enquiries relating to this policy, please contact the Guild Insurance office on the number below.

You can contact Guild on:

Contact name: **Chris Ristevski**  
Email address: **ristevski@guildinsurance.com.au**  
Telephone: **03 7000 0453**

Alternatively, you can contact Guild directly on **1800 810 213**.

## Will I be informed if the Group Policy terms and conditions change significantly?

ASMIRT will inform Eligible Members under the Group Policy in the event that;

- > the terms of cover change significantly;
- > the cover did not take effect when it was reasonably believed to have taken effect; and
- > the cover is, or is likely to be, cancelled or not ren

ASMIRT will be liable to compensate any person who suffers loss or damage as a result of ASMIRT failing to inform Eligible Members of these events.

## How do I make a claim if I need to?

To make a claim against your policy, you will need to contact member services team at the ASMIRT office on **(03) 9419 3336** and supply some basic details. A member of the Guild Insurance claims team will then contact you to finalise your claim lodgement and immediately offer you support, advice and guidance on what further action to take.

## What if I practice overseas?

The ASMIRT Group Policy is designed to provide protection for you whilst working temporarily overseas. If this arrangement becomes more permanent and you take up residency in another country whilst practicing, then you will need to purchase a local insurance policy in that country.

1800 810 213

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