

MARSH

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Australasian Sonographers Association (ASA)

Important information & FAQs



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Section 1

Important information

Who is the Insurance Broker to ASA?

Marsh Advantage Pty Ltd ("Marsh") ABN 31 081 358 303, AFS Licence Number 238 369 are the appointed insurance brokers to service ASA and our members.

Marsh (NYSE: MRSH) is a global leader in risk, reinsurance and capital, people and investments, and management consulting, advising clients in 130 countries. With annual revenue of over \$24 billion and more than 90,000 colleagues, Marsh helps build the confidence to thrive through the power of perspective.

Who is the insurer?

The insurer is Berkley Insurance Australia ("BIA") ABN 53 126 559 706, AFS Licence Number 463129. BIA has issued the Group Policy to ASA. Eligible members can access the benefits of this Group Policy. BIA is an Australian Prudential Regulation Authority (APRA) regulated insurer. ASA 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.

Who does the Australasian Sonographers Association (ASA) Group Policy Cover?

The Group Policy held by ASA provides cover to current eligible members of ASA as a benefit of membership. This is available to Australian and New Zealand Residents, who are eligible ASA members.

What is an Eligible member?

An eligible member is a natural person who:

- Is eligible for accreditation with the Australasian Sonography Accreditation Registry (ASAR) or New Zealand Radiation Technologists Board operating within the sonographer scope of practice
- Is undertaking an ASAR or NZMRTB accredited sonography course and who is not actively working as an accredited medical sonographer

- Is eligible as an accredited medical sonographer who is currently taking an extended period of leave
- Has been eligible for accredited medical sonographer membership but is no longer practicing who has paid the appropriate membership fee and premium to the name insured.

In addition to these categories:

- Student members of ASA working under the supervision of a registered medical radiation practitioner, will also be provided protection by the ASA Group Policy.
- The ASA Group Policy also provides run-off cover to those who maintain a current ASA membership who become, permanently retired and/or permanently cease to provide Professional Services during the policy period.

What does the policy cover?

The ASA 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 sonographer. 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 \$10 million for any one claim and \$30 million in total for all professional indemnity claims.
- **Public Liability** – \$20 million for any one occurrence
- **Products Liability** – \$20 million for any one occurrence and in the aggregate

For a copy of the policy schedule with all of the applicable limits, please contact the ASA office on (03) 9552 0000.

What professional services am I covered for?

The Group policy has defined the professional services as:

- The provision of sonography, radiography, nursing and nuclear medicine technology services.

If you perform work or services that fall outside the description above, please contact Marsh directly (contact details contained on page 6 of this document).

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.

- 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 per eligible member with \$500,000 in the annual aggregate.
- Ongoing protection while in retirement (Run-off cover).

Frequently Asked Questions

What is and who is eligible for ongoing protection in retirement (“Run-off Cover”)?

Run-off cover is an insurance clause found in the majority of ‘claims made’ policies to deal with liabilities incurred post-retirement or after the sale or winding up of a business. Eligible members who retire during the policy period are automatically covered until the expiry date of policy. Importantly, ASA’s Group policy also provides cover to past eligible members of ASA so that run-off protection continues in your retirement.

If you are thinking of returning to the profession, you will need to contact ASA and renew your membership.

How long must I maintain the ASA Retired membership - run off cover?

The recommended approach and industry practice is to require Retired members to maintain professional association membership for a minimum of seven years from the date they cease clinical sonography practice.

This seven-year timeframe is based on the statutory limitation periods in most states and territories where patients typically have up to six years to bring a claim of negligence.

In some cases where an issue is discovered later, this period can be extended slightly. For that reason, a seven-year run-off period is the accepted industry standard across most health professions and insurance providers.

Members can of course remain Retired members beyond that period for professional interest.

I am moving from AMS membership to retired and have always maintained my ASA insurance; does the ASA retired

membership include run off cover should a claim be made after I retire?

Yes, because you purchased the ASA insurance policy in the years prior to retirement you will be eligible for the ASA Retired membership to include the runoff cover should a claim be made for activities prior to your retirement.

ASA members who do not purchase the ASA insurance prior to retirement, will not be eligible for the runoff cover and should discuss this with their current insurer/broker.

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 or regulatory matters made against you from the time you first started 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.

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

What are the territorial & jurisdictional limits?

The policy coverage extends worldwide excluding the US and Canada. The jurisdictional limitations are Australia and New Zealand. (Jurisdictional meaning in what jurisdiction claim must be bought in order to enliven the policy).

Are student members covered?

Yes, student members of ASA are covered whilst under supervision of a qualified Sonographer.

Am I covered for volunteering my professional services whilst overseas?

Yes, subject to the territorial & jurisdictional limitations noted above.

I have an incorporated business am I covered?

The ASA Group Policy is not designed to cover incorporated businesses with employees. Any queries with respect to your specific circumstances in this regard should be referred to Marsh for guidance in the first instance.

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

ASA 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.
- The cover is, or is likely to be, cancelled or not renewed.

Is veterinary medical imaging/radiation therapy excluded?

Those eligible members who perform the professional services to animals and are adequately trained do so, are not specifically excluded by the policy. However, members should familiarise themselves with the various Vet Boards Practices Acts which can vary by state to ensure they comply with any relevant conditions/obligations that pertain to working with animals. Fines and penalties can apply for breaches of Vet Boards Practices Acts.

What if I practice overseas?

The ASA Group Policy is designed to provide protection for you whilst working/volunteering 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.

Are non-medical ultrasound scans covered under the ASA member insurance policy with Berkley?

No. This is due to risks such as misidentification, inaccurate early gender prediction, emotional impact, and their non-clinical nature.

This is regardless of whether they are performed in a clinical setting and/or a setting that has appropriate procedures and oversight in place. It is based on whether a radiologist (or another medical practitioner) reviews them or not.

Are these non-medical ultrasound scans regarded as falling outside the professional scope of practice for sonographers for the purposes of determining cover under the policy?

Yes.

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 ASA office on (03) 9552 0000 and supply some basic details. A member of the Marsh Insurance team will then contact you to finalise your claim lodgement and immediately offer you support, advice and guidance on what further action to take.

I've received a letter of complaint what do I do now?

The same applies for a regulatory proceeding issued against you. Marsh appreciate that these types of enquiries can be stressful and that sometimes, tight response timeframes need to be adhered to. Don't delay if you receive a consumer complaint, Marsh is there to help you.

How can I get a copy of the policy wording and/or proof that I am covered by the ASA 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 ASA on (03) 9552 0000.

Further information

For enquiries relating to this policy, please contact the Marsh office on the numbers below:

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