

# Australasian Sonographers Association Group Policy

## Important Information

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

A Group policy is an insurance policy issued to a Group Policy holder (the "Policy holder" being ASA) who purchases the insurance to provide the benefit of insurance coverage for others, usually individuals (the "Eligible Members").

The ASA Group Policy provides cover to Eligible Members who purchase ASA membership with insurance.

This is available to Australian and New Zealand Residents, who are:

#### 1. Ordinary Members:

- a. individuals employed under an individual employment contract; or
- b. self-employed contractors, sole traders and/or Pty Ltd Companies contracting their service, providing the member is the only employee of the entity providing sonography services, with anticipated earnings of up to \$300,000 per annum gross.

#### 2. Student Members

The ASA Group Policy also provides run-off cover to those who maintain a current ASA membership, and are, or become, permanently retired and/or permanently cease to provide Professional Services.

### 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 ASA. Eligible Members can access the benefits of this Group Policy.

The ASA does not hold an AFS Licence. The ASA does not provide advice on the Group Policy and each member should consider obtaining their own financial product advice about the product from a person who is able to provide such advice under an AFS Licence.

### How do I apply for the policy?

When either renewing your ASA membership or purchasing it for the first time, Eligible Members will be provided with the opportunity to purchase insurance as part of their membership.

### What does the policy cover?

The ASA Group Policy provides cover which will protect the Eligible Members against any civil liability claim(s) made against them arising from their practice as a sonographer. This cover includes claims for compensation and includes any awards for legal costs and expenses made against them.

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 claim and in total for all public liability claims.
- > **Products Liability** – \$20 million for any one claim and in total for all products liability claims.

### Scope of practice

Eligible Members are covered for the following scope of practice:

"The provision of Sonography, Radiography, Nursing and Nuclear Medicine Technology Services, including the provision of invasive procedures (such as MSK injections) only if under the direction of a qualified medical practitioner."

If you perform work or services that fall outside the scope of what is recognised above, please contact the ASA office and additional information may be required.

### New policy benefits

- > **Data breach coverage** – coverage for costs and expenses incurred as a result of a data breach and subsequent notification to the privacy commissioner.
- > **Therapy and counselling expenses** – access to mental health services if a member suffers a trauma event (refer to T&C's in the policy for limits).
- > **Defence costs for allegations of sexual misconduct** – 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 without a time limitation.

# 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 commenced Run-off prior to 1 July 2018 will continue to receive Run-off cover while ASA membership is maintained. Eligible Members who retire on or after 1 July 2018 and maintain ASA membership will be provided run-off cover for an unlimited period after ceasing practice.

## What is the retroactive date of the policy?

The retroactive date is unlimited. This policy provides retrospective cover (excluding known claim or known claims circumstances) for work performed prior to the commencement date of this Group Policy as a sonographer within the scope of practice and services recognised by this policy.

## What is typically excluded by the policy?

The policy does not cover:

- > Work performed or rendered that is not defined in your scope of practice.
- > Fraudulent, Dishonest, Criminal, Malicious, Wilful or Intentional Acts – claims arising from any fraudulent, dishonest criminal or malicious acts or conduct on your part.
- > Employers Liability – claims arising from allegations of employment related disputes.
- > Intoxicants or drugs – claims arising from any act, error, omission or conduct of yours while you were

under the influence of alcohol, intoxicants or drugs.

- > Jurisdictional Limits and Territorial Limits – any actual or alleged act, error, omission, conduct, bodily injury or damage claims brought against you in a court outside of Australia and New Zealand (does not apply to Good Samaritan Acts).

Contact ASA for a copy of the full terms and conditions and Policy Schedule for the exact scope of cover and a detailed list of exclusions. The policy wording must be read in conjunction with the policy schedule.

## 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 or arrange a Certificate of Cover, please contact the ASA on **(03) 9552 0000**.

Each person covered by the Group Policy can verify with the issuer of the Group Policy without charge that the Group Policy has been issued and remains current.

Guild Insurance provides claims management services and member guidance under this policy.

You can contact Guild on:  
Telephone: **1800 810 213**

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

The 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; and

- > the cover is, or is likely to be, cancelled or not renewed.

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

As soon as you experience any loss covered by this Group Policy, or if a claim is made against you by a third party, you need to call ASA to initiate the claim process.

### Call ASA

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 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 ASA group policy is designed to provide protection for you whilst working temporarily overseas (excluding USA & Canada). 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.

## I am looking to retire, do I need my insurance still?

In order to ensure you are adequately protected for work you performed before your retirement, all you need to do is maintain your ASA membership and move to the retired members category. You will then be automatically covered by the ASA insurance program and enjoy your retirement.



1800 810 213

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

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