



## **AUSTRALIAN DENTAL ASSOCIATION VICTORIAN BRANCH INC.**

### **BY-LAW 10**

#### **BRANCH INDEMNITY SCHEME**

##### **1. INTERPRETATION**

Unless inconsistent with the context or subject matter:

- (1) Subscriptions to the Indemnity Scheme means the Premium;
- (2) “The Branch Indemnity Scheme” means a professional indemnity insurance policy provided by the chosen insurer and the associated risk management services, the support of Dental Consultants and other benefits as arranged by the Branch. Whenever the term "ADAVB Indemnity Scheme" is mentioned, words to identify the chosen insurer should be added.
- (3) other words and expressions defined in the Rules of the Branch shall have the same meaning in this By-Law.

##### **2. OBJECTS OF THE INDEMNITY SCHEME**

The objects of the Branch Indemnity Scheme are:

- (1) protect Members in the event of being associated with an adverse patient outcome;
- (2) enable Members to comply with a prerequisite of registration by the Dental Board of Australia;
- (3) provide Members a competitive and appropriately structured Indemnity Scheme.

##### **3. REGULATIONS GOVERNING THE INDEMNITY SCHEME**

- (1) The Branch shall tender for and appoint a preferred provider on the basis that:
  - (a) The provider shall provide, at a minimum, professional indemnity cover to ensure Members are compliant with Dental Board of Australia, state and federal regulations with respect to indemnity requirements;
  - (b) The cover shall be independently reviewed at least every five years;
  - (c) The provider will undertake to make Branch nominees Corporate Authorised Representatives;

- (d) Any increase to the average Premium shall be less than 50 per centum unless approved at a General Meeting of the Branch.
- (2) The indemnity scheme should have the following features:
  - (a) Renewal of cover to fall due at the commencement of the financial year;
  - (b) One calendar month's grace for late payment;
  - (c) Premium by instalments may be provided at the discretion of the provider;
  - (d) The Branch be consulted regarding any condition on or refusal of cover;
  - (e) Support for the Branch's Dental Consultants;
  - (f) Risk management services.

(3) Non participating Branch Members

Members may choose not to participate in the Indemnity Scheme. Such members shall be provided advice by Branch staff on professional and compliance matters that would not otherwise trigger a notification or claim.

(4) Denial of Access

Members may be denied access to the Indemnity Scheme by the indemnifier on the grounds of underwriting and actuarial considerations. Such members shall be provided advice by Branch staff on professional and compliance matters that would not otherwise trigger a notification or claim.

#### **4. LIAISON GROUP**

- (1) Where other ADA Branches have selected the same provider as the Branch, a Liaison Group shall be formed. The primary purpose of the Liaison Group is to provide an opportunity, at a national level, to draw to the attention of the preferred indemnity provider issues affecting the scope of cover and risk faced by the profession, and other administrative issues as appropriate.
- (2) Membership
  - (a) The group shall comprise two representatives from each participating ADA Branch, and representatives from the provider;
  - (b) The Branch shall appoint representatives to the group for a two-year term, usually the CEO and the Chair of the Defence Advisory Committee.
- (3) Reporting

The group shall annually review and recommend changes to premiums and policy conditions. Relevant recommendations shall be presented to the Branch Council for approval.

- (4) The Branch may enter into an agreement with another Liaison Group member(s) to provide indemnity services to members of that branch(s).

Adopted by the Branch Council	18/03/13
Amended by the Branch Council	17/06/13 22/07/13 21/07/14 01/05/17 23/10/23
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