



Veterinary Defence Association Australia

ABN 83 116 894 921

Head Office:
37 Penang Street
Point Clare
NSW 2250

Tel: 02-8355 9900
Fax: 02-8011 1233
Email: info@vetdefenceco.com

APPLICATION FOR MEMBERSHIP

[PLEASE USE BLOCK LETTERS]

First Names: _____ **Preferred Name:** _____

Last Name: _____

Phone (H): _____ **Phone (W):** _____

Mobile: _____ **Fax :** _____

Physical Address: _____

Email address: _____

| | | |
|-------------------------------|-----------------------------|------------------------|
| Veterinary Faculty: | Year of Graduation: | Qualifications: |
| State Regulatory Body: | Registration Number: | |

Practice name or place of locum: _____

Company name (if applicable): _____

United Veterinary Group Member Lincoln Institute Member

| | | | |
|----------------------------------|-----------------|-----------------|--------------------------------|
| Professional Activity: | Small Animal: % | Large Animal: % | Equine: contact the VDA |
| Other <i>(please specify):</i> % | Avian: % | Wildlife: % | Exotic: % |

| Names of Other Veterinarians in Your Practice <i>(please complete a separate application for membership for each member in your practice)</i> | |
|---|-----|
| 1. | 6. |
| 2. | 7. |
| 3. | 8. |
| 4. | 9. |
| 5. | 10. |

| Statement of all prior Claims & Board complaints <i>(Please attach a separate page with further details if necessary)</i> | | |
|---|----------------|----------------|
| Date | Details | Outcome |
| | | |
| | | |
| | | |
| | | |
| | | |

Non-disclosure of all prior Claims and Complaints may lead to reduction or loss of your insurance cover.

VDA Membership Options:

I understand that, should I choose to be insured under the VDA program, my membership and insurance information will be shared between the VDA and the VDA's broker ACE-IRM, and the underwriters and insurer for the VDA program.

1. I hereby select the following VDA membership option:

1.1 To be a VDA member insured by the insurer for the VDA program

1.2 To be a VDA member but to self-insure for claims against me

[VDA membership is not available to members carrying professional indemnity insurance cover other than the insurer for the VDA program PI cover].

2. In the event that I have selected 1.1. To insure using the VDA program cover, I hereby provide the VDA with instructions to obtain a quote for the aforesaid insurance cover on my behalf and agree to provide all relevant information that is required for obtaining this. I understand that membership is provided subject to the terms of the Certificate of Membership, the Articles of Association, VDA Bulletins, the policy and the VDA-Arthur J Gallagher-insurer for the VDA program agreement and that I agree to abide by the VDA's Complaints Prevention Program and Complaints Management Program. Membership follows the policy year, which is 1 June to 31 May and in the first year is pro-rated accordingly.

3. In the event that I have selected 1.2. To self-insure against all claims against me, I understand that I have no cover for claims and that all awards and legal costs are for my account. I accept that membership is provided subject to the terms of the Certificate of Membership and the Articles of Association. Membership follows the VDA's financial year, which is 1 June to 31 May.

4. I understand that the VDA communicates with its members only by e-mail and on its website at www.vda-australia.org and that the onus is on me to receive, read, implement and abide by the contents thereof, and to notify the VDA of any changes to my e-mail address.

I will receive communications at the following *personal and private* **e-mail address:**

_____ @ _____

5. INSURANCE ENDORSEMENT REQUEST:

5.1. I request Extension of Cover for my practice for Professional Indemnity & Public Liability insurance for \$10 million, to be added to my Personal Cover.

5.2. If you treat horses or intend to treat horses, please contact the VDA before proceeding with this application.

6. VDA MEMBERSHIP FEES FOR 2018/2019

6.1 \$470.00 Annual **Low** Value Membership per member per annum, including GST.

6.2 \$810.00 Annual **Medium** Value Membership per member per annum, including GST.

6.3 \$1 210.00 Annual **High** Value Membership per member per annum, including GST.

6.4 A renewal notice and invoice will be sent to you in April, May & June each year thereafter.

7. Payment for VDA membership is by any of the following methods:

7.1 Online payment at www.vda-australia.org using PayPal.

7.2 Bank transfer to Veterinary Defence Association (Australia). Please contact our offices at info@vetdefenceco.com or call us on **02-8355 9900** to get the banking details. The completed membership form may be faxed to **02-8011 1233**, or scanned and e-mailed to info@vetdefenceco.com or mailed to **37 Penang Street, Point Clare, NSW 2250**.

7.3 Cheque made payable to Veterinary Defence Association (Australia) and mailed to the VDA with your application for membership to **37 Penang Street, Point Clare, NSW 2250**. **[Instructions on payment for the VDA program insurance cover will be provided to you by the broker Arthur J Gallagher.]**

8. To see the terms of the VDA's Privacy Policy, go to www.vda-australia.org or contact VDA for a copy.

VDA Membership Agreement

I, the undersigned, agree to the following terms and conditions, as amended:

1. The VDA material that will be supplied to me during the period of my membership is strictly copyright and I agree not to copy or disseminate this material in any manner for any purpose outside of my practice or to non-VDA members. I agree to destroy or delete all of this material upon termination of my VDA membership.
2. I understand that it is recommended that I should remain a VDA member for the duration of my career as a practising veterinarian and that I should apply for run-off protection and insurance cover for at least three years after I retire.
3. I understand that resignation takes place at year-end by submitting a completed VDA Resignation Form (obtainable on application) and that I will be required to provide two months' notice to the VDA of my intention to retire as a member.
4. I will at all times act with the highest honesty and integrity towards the VDA, its insurers, partners, agents and associates.
5. I understand that membership and cover is provided subject to the terms of the Certificate of Membership and the articles of association of the VDA.
6. I understand that the VDA communicates with its members only by e-mail and on its website at <http://vda-australia.org> and that the onus is on me to read and understand all published material, especially but not limited to, the material contained in MyVDA. I agree that the onus is on me to receive, read, implement and abide by the contents thereof, and to notify the VDA of any changes to my e-mail address.
7. In the event of a dispute with the VDA and/or their directors, consultants, staff, agents or representatives ('the organisation'), I agree to use the organisation's alternate dispute resolution procedures. I hereby absolve the organisation from all actions, arising directly or indirectly from my membership.
8. I will contact the VDA and will follow the VDA's advice and guidance whenever I am faced with an incident, event, occurrence, adverse treatment outcome, situation, complaint, dispute or claim in my practice that may lead to a formal complaint or claim against me. I understand that, due to the difficulty experienced by VDA Consultants in making contact with its busy member practitioners, the onus will also be on me to continue the contact with the VDA Consultant as my matter or case progresses.
9. I will familiarise myself with the obligations and exclusions contained in the policy.
10. I will follow the protocols and will abide by the requirements contained in the VDA's documentation, including the VDA's Articles of Association, VDA website, membership and other application forms, VDA Bulletins, VDA Notices and VDA newsletters and I agree to abide by the VDA's Claims Prevention Program and Claims Management Program.
11. I will use the approved VDA Informed Consent to Treatment Form in accordance with VDA Bulletin 3. I accept that I will be obliged to produce a duly signed VDA approved Consent to Treatment Form for every claim, failing which the insurers are entitled to refute the claim. If I am a Locum or Practice Assistant at a non-VDA member practice, I acknowledge that I must supply a copy of the practice's Consent to Treatment form to the VDA for approval in order to comply with Clause 6.4 of the policy wording.
12. I will use the VDA certificates or a certificate that I have submitted to the VDA and which has been approved by the VDA, in accordance with VDA Bulletins 4, 5 and 6.
13. I will regularly refer to my online VDA File and information in MyVDA at <http://vda-australia.org> and I will conduct a refresher course on this information at least once every six months with my veterinarians and staff and will review the contents with any new veterinarian or staff member that joins my practice.
14. I will notify the VDA immediately of any incident, event, occurrence, adverse treatment outcome, situation, complaint, dispute or claim arising against me or my practice and I will not communicate with the claimant, plaintiff or complainant or his or her legal representatives or anyone related to the claimant or plaintiff or any third party without the VDA's knowledge and written consent.
15. I will do nothing that can be construed as colluding with the client/claimant/plaintiff and will do nothing to damage or circumvent the settlement or defence of the matter.
16. I undertake to supply all information and documents requested and/ or relevant to the matter and to provide my full co-operation at all times.

Applicant's Signature

Date

| Office Use Only | |
|-----------------|----------------------|
| Membership No. | AU |
| Referrer : | Date received: |
| | Assigned Consultant: |

Congratulations on joining the VDA family!

Where did you hear about the VDA?

- From another member
- On the web, via search engine
- Through the _____ veterinary organisation
- Other: _____

You have become a member of an elite club of veterinarians whose common interest is the protection of veterinarians in private veterinary practice in disputes and against complaints and litigation. The VDA is a mutual non-profit professional defence association of veterinarians that operates for veterinarians, is run by veterinarians and is dedicated to safeguarding your interests and to protecting you and your practice from the financial and psychological stress and damage caused by disputes and litigation.

The VDA (Australia) must not be equated to, or confused with, an insurance broker or commercial insurance company: it is a dedicated veterinary defence organisation with the knowledge, expertise and infrastructure required to provide members with a specialised veterinary defence service. The VDA is wholly owned by its members (Australian vets) and is governed by an executive committee appointed by a board of directors. Surpluses are injected back into the association to expand and improve services, and into reserves to keep the membership fees as low as possible. The VDA refers members to its dedicated broker who arranges insurance cover for each member with an insurance provider. This includes:

- o Claims of negligence / civil actions for financial loss or damages.
- o Legal defence at any veterinary board disciplinary proceedings.
- o Defence at any administrative tribunal, consumer tribunal, or small claims court.
- o Public liability cover and practice business cover.

The mission of the VDA is to protect the professional integrity and reputation of its members. The VDA achieves this by providing a complete bouquet of protection and defence services to its members. This includes:

- o Immediate assistance and guidance with problems, disputes and practice management issues provided by the VDA's trained veterinary Consultants.
- o Alternate Dispute Resolution with aggrieved clients.
- o Complete defence in State veterinary board disciplinary proceedings (veterinary licence defence), malpractice lawsuits and in any other administrative tribunal, consumer tribunal or any other legal or statutory forum.
- o Claims Prevention measures, including consent forms, model certificates and VDA Bulletins detailing protocols on best practice.
- o Representation of members' interests in legislation affecting the veterinary profession.
- o Access to the profession's own veterinarian psychology counsellor for members who experience anxiety, stress, depression, burn-out or have suicidal feelings.
- o Regular newsletters sent to each veterinarians private email address and also published on our website at www.vda-australia.org (*click the Members <VDA News> tab*).