

# Veterinary Defence Association Australia

ABN 83 116 894 921

Head Office: 37 Penang Street Point Clare, NSW <u>All correspondence to email address</u> Tel: 02 8006 4966 Fax: 02 4322 5486

Email: info@vetdefenceco.com

## **APPLICATION FOR MEMBERSHIP**

First Name					
Last Name					
Phone	H:		W:		
Mobile					
Physical Address					
Email address see point 4, page 3					
Veterinary Faculty					
Graduation Year	Qualificat		'n		
State Regulatory Body					
Registration Number					
Professional Activity: (% out of 100)	Small Animal	Large Anima	al	Equine ( <u>Contact the VDA)</u>	
Avian	Wildlife	Exotic		Other ( <i>specify)</i>	
Practice Name or place of locum					
Company Name					

Names of Other Veterinarians in Your Practice (Complete a separate application for membership for each member in your practice if joining)				
1.	11.			
2.	12.			
3.	13.			
4.	14.			
5.	15.			
6.	16.			
7.	17.			
8.	18.			
9.	19.			
10.	20.			

	Statement of all prior Claims and Board complaints (Please attach a separate page with further details if necessary)				
Date	Details	Outcome			

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

### **VDA Membership Options**

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

1. I hereby select the following VDA membership option:

1.1	To be a VDA	member	insured b	y the	insurer	for t	the \	/DA progi	ram
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- 1.2 To be a VDA member but to self-insure for claims against me
- 2. In the event that I have selected <u>1.1. To insure using the VDA program cover</u>, 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-Proinsure insurance broker 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 prorated accordingly.
  - 2.1 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, Proinsure, and the underwriters and insurer for the VDA program. I understand that the onus is on me to ensure that I communicate with the broker and arrange for insurance and pay the insurance premium to Proinsure, and that I am solely responsible if my insurance is not in place.
- 3. In the event that I have selected <u>1.2. To self-insure</u> 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 email and on its website at: <u>www.vda-australia.org</u> 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 email address.

I will receive communications at the following *personal and private* email address:

		@				
5.		NCE ENDORSEMENT REQUEST st Extension of Cover for my practice for Professional Indemnity & Public Liability insurance for				
	\$10 mil	lion, to be added to my Personal Cover.				
<ul> <li>6. VDA MEMBERSHIP FEES (Prorated to May 31st)</li> <li>6.1 \$535.00 Annual Membership per member per annum, including GST.</li> </ul>						
	6.2	\$435.00 Group Annual Membership per member per annum, including GST.				
		Lincoln Advantage United Veterinasry Group Other* (*Contact us for available discount structure)				
	6.3	\$275.00 Nurse Annual Membership per member per annum, including GST. A renewal reminder notice and invoice will be sent to you in April, May & June each year thereafter.				
7. Payment Options						
	7.1 Electronic Funds Transfer (EFT) or Bank Transfer/ Bank Deposit to:					
Veterinary Defence Association (Australia)						
	ANZ Bank, BSB No: 013 304, Account No: 495851471					
7.2 To pay using <b>PayPal:</b> Log into your own PayPal account and send a payment to VDA using						
		address: VDAAUS@vetdefenceco.com				
	7.3	Reckon One e-invoicing				
	74	When paying, clearly state your name and surname in the reference section				
0	7.4	Please email your proof of payment to ambercarser@vetdefenceco.com				
8.	TO See	the terms of the VDA's Privacy Policy, go to <u>www.vda-australia.org</u>				

#### 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 by request) 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 <u>http://vda-australia.org</u> 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 <u>http://vda-australia.org</u> 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 cooperation at all times.
- 17. I confirm that I, the undersigned, have personally filled in and signed my application form.

Applicant's Name in block letters

**Applicant's Signature** 

Date

### Congratulations on joining the VDA family!

Where did you hear about the VDA?

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 $\Box$  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.
- 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 a 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 <u>www.vda-australia.org</u> (click the Members <VDA News> tab).