

AXIS Insurance

Insurance Product Information Document



Company: **AXIS Specialty Europe SE (ASE)**

Product: **Medical Professional Liability Insurance**

AXIS Specialty Europe SE (ASE) is registered in Ireland and authorised in the EEA. ASE is regulated by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority (Firm Reference Number 212724). AXIS Managing Agency Ltd is registered in the UK. They are authorised by the Financial Conduct Authority for conduct of business rules (Firm Reference Number 212724).

This document is a summary of insurance coverages and restrictions found in the policy. It is not personalised to your individual selections. It is not a complete representation of all the provisions of your policy. Please refer to your policy documentation, including the Schedule, for full details of the coverage you have been provided and the terms and conditions of that coverage.

What is this type of insurance?

This policy is designed to meet the needs of customers who wish to cover their liability to other people following injury or negligence in the performance of their business.

Public and Products liability insurance covers you for legal liabilities for injury or damage to third parties or their property.



What is insured?

Malpractice & Professional Liability

- ✓ Loss occurring during the period of insurance which arises from your negligent acts, errors or omissions either:
 - in the course of the business or profession notified to us and referred to in the Schedule; or
 - in the provision of first aid or emergency medical assistance (Good Samaritan Acts)

Public Liability and Products Liability:

- ✓ Loss occurring during the period of insurance which arises from any accidental bodily injury, mental injury, illness, disease, death, wrongful arrest or false imprisonment and loss or damage to physical property
All in connection with your business or profession (Public liability); and/or
- ✓ Loss of or damage to physical property occurring during the period of insurance which arises from any goods or products designed, manufactured, constructed, altered, repaired, services, treated, sold, supplied or distributed by you in the course of your business or profession (products liability)
- ✓ We will also cover defence costs and expenses incurred with our prior written consent, subject to the terms of the policy.



What is not insured?

- ✗ Claims and circumstances known to you prior to the inception of this policy
- ✗ Claims caused or contributed to by dishonest, fraudulent or criminal acts or omissions
- ✗ Employers' and directors' & officers' liability
- ✗ Any claims prior to the retroactive date stated in the Schedule
- ✗ Information technology and data protection claims
- ✗ Claims arising from specific medical conditions listed in the policy
- ✗ Claims not related to your business/profession or to any treatment not notified to and agreed by the Insurers
- ✗ Claims made upon you for work carried out by you for or in the name of any other company not notified to the Insurers
- ✗ The performance of professional duties whilst under the influence of alcohol or drugs
- ✗ There is no coverage for claims arising from or related to any beauty treatments on a minor

Other exclusions will apply as set out in your policy documentation.



Are there any restrictions on cover?

- ! Any claim made under this policy must exceed the excess stated in your schedule

- ! A separate excess applies to each claim and each claimant
- ! Payments under the policy will not exceed the limits set out in the policy and/or schedule and the total payments will not exceed the maximum limit of indemnity stated in the schedule
- ! Endorsements may apply to your policy. These will be shown in your schedule and/or be appended at the end of the policy wording and will be specific to you and could specify conditions precedent to coverage, **please read carefully**
- ! Complementary therapies to a minor aged under 16 are subject to the Parent/guardian being present and their prior written consent being obtained.
- ! There is no cover for claim arising from or related to semi-permanent and/or permanent makeup and/or hairdressing unless specifically agreed with the Insurers

Other restrictions apply as set out in your policy documentation.



Where am I covered?

Worldwide excluding USA and Canada but for claims first originating in the Republic of Ireland only.



What are my obligations?

It is your responsibility to:

- Ensure that all information provided by you or on your behalf is honest and accurate
- Disclose all material circumstances you know or ought to know to allow us to make a prudent determination as to our acceptance of this insurance
- Advise us without delay of any inaccuracies, errors or omissions within your policy documents and of any changes to your details or circumstances
- Notify us, including all relevant information, immediately of any claim, potential claim or circumstances which may give rise to a claim
- Take all reasonable steps to avoid or minimise loss including as specified in the policy
- Maintain and keep records of your registration with your regulatory body and ensure you always hold all valid licences to practice in your specialisation
- Maintain accurate descriptive records of all professional services and equipment used in procedures and retain them for the periods specified in the policy
- Comply with the claims procedure set out within the policy
- Give us the information and assistance we need to administer your policy and handle any claims
- Make no admission of liability or incur or agree to incur defence costs or expenses without our prior written consent



When and how do I pay?

The premium for this policy is shown in your schedule. You must pay the premium prior to or within 60 days of the inception date or on the due dates if paying by instalments.



When does the cover start and end?

Your policy will start and end on the dates specified as the Period of Insurance in your schedule, unless it is cancelled by you or by us before it ends. Our right to cancel is limited as set out in the policy.



How do I cancel the contract?

You can cancel your cover at any time by contacting your insurance broker. If you cancel within 14 days of receiving the policy (or within 14 days of your start date for a renewal policy), we will refund the entire premium paid. After 14 days we will refund the premium paid less a charge for the days we have been on cover. There will be no refund if a covered incident has occurred.