AXIS Speciality Europe SE

Medical Professional Liability (Medical Malpractice) Insurance
Insurance Product Information Document

This insurance is arranged by Brian Mullins Insurance Brokers and provided by AXIS Specialty Europe SE (ASE) which is registered in Ireland (Registration Number: 353402 SE) and authorised and regulated by the Central Bank of Ireland ASE is authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

This document provides a summary of the cover, exclusions and restrictions. The full terms and conditions of this insurance, including the general policy limit of indemnity and any applicable sub-limits, can be found in the policy wording and policy schedule which is available on request from your broker.

What is this type of insurance?

This is a medical professional liability (medical malpractice) insurance policy to cover your liability to other people following damage, injury, negligence or breach of contract in the performance of your business services.

What is insured?

Claims made against you or (or any director, partner or Employee of Yours, if You are a company) in relation to Your Profession for:

Medical Professional Liability (Medical Malpractice),

- ✓ Losses occurring during the period of insurance which arises from your negligent act, negligent errors, or negligent omissions committed by you or by any Employee or by any person or organisation acting on your behalf when so acting in the course of your profession or good Samaritan acts.

Public Liability

- ✓ Losses occurring during the period of insurance which arises from any accidental bodily injury to any person, or loss of or damage to tangible property of any person in connection with your profession, including the provision of food and drink.

Product Liability

- ✓ Losses occurring during the period of insurance for any accidental bodily injury or loss of or damage to tangible property arising out of any goods or products designed, manufactured, constructed, altered, repaired, services, treated, sold, supplied or distributed by you in connection with your profession.

- ✓ Defence Costs and expenses
- ✓ Lost/damaged documents (€50,000 maximum)
- ✓ Defamation (Libel & Slander)

Optional Cover

- Business Equipment.

What is not insured?

Any claim in relation to or liability arising from:

- × Any treatment not notified to us.
- × Known claims & circumstances.
- × Circumstances where you are entitled to indemnity under other insurance.
- × The failure of any product to fulfil the purpose for which it was designed.
- × You being under the influence of alcohol or drugs.
- × Fines & Penalties.
- × Directors & Officers Liability.
- × Employers' Liability.
- × dishonesty or fraud or intentional acts.
- × the failure of computers or the transmission of any computer virus.
- × any action for damages brough against you in a court of law outside the Republic of Ireland.
- × Semipermanent/permanent makeup or hairdressing (unless specifically agreed).
- × Beauty treatment on a minor (under 16years of age) unless a specific complementary treatment (as detailed in the wording) and the parent/guardian is present and consent has been obtained.
- × Asbestos.
- × Specific medical conditions – claims arising from or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations or in any way related to Acquired Immune Deficiency Syndrome or any other syndrome or condition of a similar kind however it may be named.

Other exclusions may apply, please see the full policy wording and policy schedule.

Are there any restrictions on cover?

! Where more than one claim arises from the same original cause or single source or event, all of those claims will be deemed to be one claim.

! Certain limitations may apply to this insurance policy. For example:

- the excess (the amount you have to pay on any claim); and
- limits known as sub-limits for certain items or types of cover as detailed in the policy schedule.

! The insurer's liability for any and all claims during the period of insurance will not exceed the applicable limit of indemnity, which is the total amount the insurer will pay regardless of the number of claims.

! Defence costs will be payable as part of and not additional to any applicable limit of indemnity or sub-limit, unless expressly stated in the schedule.

! Endorsements may apply to this insurance policy as specified in the policy wording and policy schedule.

Where am I covered?

✓ Please check your policy schedule for the countries listed where your business services are covered.

What are my obligations?

- You must provide written notice as soon as practicable of any claim or any circumstance which may give rise to a claim. You must adhere to the 'Claims Conditions' section of the policy wording in relation to any claims.
- You must provide all such information, co-operation or assistance as reasonably requested in the investigation or defence of any claim or any circumstance.
- There are risk management requirements that you must adhere to in relation to the use of needles, the disposal of waste and the cleaning of instruments and surfaces (please refer to the policy wording for full details).
- All food handlers are required to notify their managers of any abdominal pain, vomiting, diarrhoea or skin lesions.
- You must tell your broker or the insurer if your circumstances change either before your insurance policy starts or during the period of insurance. When the insurer is notified of a change, the insurer will notify you if this affects your policy. For example, the insurer may amend the terms of your insurance policy or require you to pay an additional premium. In certain circumstances the insurer may cancel your insurance policy in accordance with the 'Cancellation' section of the policy wording.
- You must maintain and retain accurate records of all business services and equipment used in procedures, for at least five (5) years from the date of treatment and for minors for five (5) years from the date they turn 18.

Failure to meet your obligations could result in a claim being rejected, a reduction in the amount paid or the cancellation of your insurance policy. Other obligations apply, please see the full policy wording and policy schedule.

When and how do I pay?

- You must pay the premium when due, Your broker will advise you the full details the options by which you can pay.

When does the cover start and end?

- Please check the policy schedule for your cover start and end dates.

How do I cancel the contract?

- You can cancel this policy within the first 30 days (cooling off period) and receive a full refund of any premium paid, provided no claim or potential claim exists.
- You and the insurer may cancel this insurance policy at any time with 30 days' notice. In the event of cancellation (outside the first 30 day cooling off period), you will be entitled to a pro rata refund of the premium paid. However, if you have made a claim or if one has been made against you during the period of insurance, you will not be entitled to a refund of the premium.