

GP Entity Medical Malpractice Policy (Claims Made)



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Reminder

It is important that:

- The **Policyholder** checks that the information the **Policyholder** provides and has already provided to the **Insurer** is accurate and up to date and contact the **Intermediary** immediately if any inaccuracies are identified.
- The **Policyholder** must read and ensure that they understand the **Policy** and take independent professional advice on any issues of uncertainty or concern.
- The **Policyholder** checks that the sections that the **Policyholder** has requested are included in the **Schedule**.
- The **Insured** complies with the **Insured's** duties under each section and under the **Policy** as a whole.
- If the **Insured** is uncertain regarding his/her responsibilities and how they relate to this **Policy**, the **Insured** should contact the **Intermediary** in the first instance.
 - telephone: +353 1 6610504
 - email: info@medisec.ie

1. Important Information

About This Policy

This **Policy** is a legally binding contract and should be read as one document.

Registered General Medical Practitioners or **Registered Dental Practitioners** who are employed by or contracted with the **Policyholder** must maintain their own separate policy of insurance or professional indemnity cover.

This **Policy** should be kept in a safe place. The **Insured** may need to refer to this **Policy** if the **Insured** needs to make a **Claim** and/or is the subject of an **Inquiry**.

Wherever words appear in **bold** in this **Policy** they will have the meaning shown in the definitions in section 3 or as otherwise stated in any particular section or the **Schedule**.

The section headings used in this **Policy** are for reference purposes only and will not affect the meaning or interpretation of this **Policy**.

Information provided by the Insured

In deciding to underwrite this **Policy** and in setting the terms and **Premium**, the **Insurer** has relied on the information that the **Policyholder** has provided. The **Policyholder** must take care when answering any questions the **Insurer** asks by ensuring that all information provided is accurate and complete.

If the **Policyholder** provides the **Insurer** with false, incomplete or misleading information, it may adversely affect the **Insured's Policy** and any payment of **Claims** and/or costs associated with or arising out of **Inquiries** under the **Policy**.

If at any time the **Insured** becomes aware that information the **Policyholder** has given the **Insurer** is inaccurate or incomplete, the **Insured** must inform the **Intermediary** without delay. Any change during the **Policy Period** in the number, mix or roles of **Employees** of the **Policyholder** must be immediately notified to the **Intermediary**.

Complaints

The **Insurer** aims to ensure that all aspects of the **Insured's** insurance are dealt with promptly, efficiently and fairly. At all times the **Insurer** is committed to providing the **Insured** with the highest standard of service. If the **Insured** has an inquiry or wishes to make a complaint, please contact the **Insurer**, using the contact details below, providing the policy/claim number and the name of the **Policyholder** to help the **Insurer** to address any comments quickly.

By Letter: Head of Compliance
Berkshire Hathaway European Insurance DAC
7 Grand Canal Street Lower, Dublin D02 KW81.
By Phone: +353 (0)1 246 7246
By E-mail: customercontact@bhei.eu

The **Insurer** will acknowledge the complaint within five (5) working days of receiving it, will keep the **Insured** informed of progress, and do its best to resolve matters to the **Insured's** satisfaction within forty (40) working days. If the **Insurer** is unable to do this, the **Insured** may be entitled to refer the complaint to the Financial Services and Pensions Ombudsman who will review the **Insured's** case. The **Insurer** will provide full details of how to do this when the **Insurer** provides its final response letter addressing the issues raised.

Please note: The Financial Services and Pensions Ombudsman may not be able to consider a complaint if the **Insured** has not provided the **Insurer** with the opportunity to resolve it. More information about the Financial Services and Pensions Ombudsman can be found at:

The Financial Service and Pensions Ombudsman,
Lincoln House, Lincoln Place, Dublin 2, D02 VH20
Website: www.fspo.ie
E-mail: info@fspo.ie
Phone: +353 1 567 7000

The Policyholder's right to cancel

The **Policyholder** can cancel this **Policy** in accordance with its cancellation provisions at any time by giving written notice to the **Insurer**. The details of the **Insurer** are shown in this **Policy** and in the **Schedule**. Full cancellation conditions are included in section 6.1.

Data Protection Notice

The **Insurer** collects and uses relevant information about the **Insured** to provide the **Insured** with insurance cover and to meet the **Insurer's** legal obligations. Full details in relation to how data is processed is set out in section 6.5

Claim Notification

- i. The **Insured** must notify the **Intermediary** as soon as the **Insured** first becomes aware of a **Potential Claim, Claim** and/or **Inquiry** which may give rise to a **Claim** and/or **Inquiry** under this **Policy**. Details of how to notify the **Intermediary** of a **Claim** are set out in section 6.10 of this **Policy**.
- ii. The **Insurer** will not pay any costs incurred before a **Potential Claim, Claim** and/or **Inquiry** is accepted by the **Insurer**. The **Insured** will be responsible for any costs incurred if the **Insured** instructs their own solicitor, barrister or other legally qualified person without the **Insurer's** agreement.

2. Basis of Insurance

The coverage provided in this **Policy** is on a **Claims Made** basis.

This **Policy** indemnifies the **Insured** in respect of **Loss** resulting from any **Potential Claim, Claim** and/or **Inquiry** arising as a consequence of any negligent act, error or omission by the **Insured** on or after the **Retroactive Date** first notified to the **Insurer** during the **Policy Period**. The cover provided is subject to the terms and conditions of this **Policy** and is granted in consideration of the full payment of the **Premium** by the **Insured** and reliance by the **Insurer** upon the statements made by the **Policyholder** in the **Proposal**.

The **Insurer's** total liability for the **Policy Period** in respect of all **Loss** combined shall not exceed the aggregate **Limit of Liability** specified in this **Policy** and in the **Schedule**. The **Insurer** shall not be liable to pay any sums after the aggregate **Limit of Liability** has been exhausted by payment of, or agreement to pay, any **Loss**.

2.1 Insuring Clause

This **Policy** covers a **Potential Claim, Claim** and/or **Inquiry** brought within the **Claims Jurisdiction** first made against the **Insured** and notified to the **Insurer** during the **Policy Period** arising from the provision of **Professional Services** within the **Territorial Limits** on or after the **Retroactive Date**.

2.2 Coverage

The Policy will pay **Damages** and **Defence Costs** for **Potential Claims** and/or **Claims** arising from:

- 2.2.1 Medical Malpractice: the **Insured's** liability for accidental **Bodily Injury** to any **Patient** of the **Insured** caused by any act, neglect, error or omission of the **Insured** on or after the **Retroactive Date** which is, or is alleged to be, negligent and which arises from the provision of **Professional Services**.
- 2.2.2 **Good Samaritan Acts**: the **Insured's** liability arising from the performance on or after the **Retroactive Date** of **Good Samaritan Acts** anywhere in the world, provided that the **Claim** is commenced and brought within the **Territorial Limits**.

2.3 Additional Coverages

All **Damages** and **Defence Costs** and/or **Legal Representation Expenses** incurred directly by the **Insured** in connection with the **Insured** attending or co-operating with or participating in an **Inquiry**, provided that such **Inquiry** is first commenced against the **Insured** during the **Policy Period**. Such liability will be sub-limited to €250,000 for each and every **Inquiry** and €250,000 in the annual aggregate during the **Policy Period** for an **Inquiry** arising out of:

- 2.3.1 An investigation or disciplinary hearing brought against the **Insured** by the **Insured's** professional body or regulatory body arising out of the **Insured's Professional Services**.

- 2.3.2** A prosecution brought against the Insured in a court of criminal jurisdiction arising out of the **Insured's Professional Services** performed within the **Territorial Limits**.
- 2.3.3** Representing the **Insured** at a coroner's inquest resulting from the **Insured's Professional Services** and/or where the **Insured's** attendance as an "interested party" or witness has been advised or required.
- 2.3.4** A **Claim** alleging defamation arising from an act committed in good faith in the course and scope of the **Insured's Professional Services**.
- 2.3.5** Breach of professional confidentiality in or about the conduct of the **Insured's Professional Services**.
- 2.3.6** Civil proceedings brought against the **Insured** under the Equal Status Acts 2000 - 2015 for unlawful discrimination in the course and scope of the **Insured's Professional Services**.

In respect of 2.3.1, 2.3.2 and 2.3.3, cover is limited to **Legal Representation Expenses** only and is not extended where exclusions (5.18 Sexual Misconduct) and (5.23 Wrongful Acts) apply. Exclusions 5.18 and 5.23 shall not apply to **Legal Representation Expenses** incurred prior to such final and binding adjudication by a court or competent authority or on admission of guilt by the **Insured**.

In respect of 2.3, cover does not extend to any fines, penalties or amounts awarded as punitive, aggravated, exemplary, or multiple damages.

3. Definitions

Certain words or phrases in the Policy have been specifically defined, as set out below, or qualified. These have that same meaning or qualification wherever used.

3.1 Bodily Injury

Any physical injury, sickness, disease or death sustained by a person, including mental injury, mental anguish or shock resulting therefrom.

3.2 Claim

Any suit, action or proceedings served upon or issued against the **Insured** or any express written demand for **Damages** or services communicated to the **Insured**.

All suits, proceedings or demands arising from the same or related acts, errors or omissions, or the continuous or repeated exposure to substantially the same harmful condition, shall be deemed to be one **Claim**.

Interrelated **Claims** which are considered one **Claim** shall be deemed to have been first made on the date on which the earliest **Claim** was first made and first commenced.

3.3 Claim(s) Jurisdiction

Courts of the Republic of Ireland.

3.4 Cyber Act

An unauthorised, criminal or malicious act or series of related unauthorised, criminal or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System** or any **Electronic Data** by any person or group(s) of persons.

3.5 Cyber Incident

- A) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System** or **Electronic Data**; or
- B) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operated any **Computer System** or **Electronic Data**. **Electronic Data** means information, knowledge or programs recorded on, stored on, created or used on, or transmitted to or from a **Computer System**.

3.6 Damages

Sums which the **Insured** is legally liable to pay under the laws of the Republic of Ireland pursuant to any judgment, award or settlement, including third party claimants' fees, costs and expenses.

Damages does not include any fines, penalties or amounts awarded as punitive, aggravated, exemplary, or multiple damages.

3.7 Defence Costs

Reasonable and necessary legal and other professional fees, costs and expenses forming part of the **Limit of Liability** and incurred by and with the prior written consent of the **Insurer**, not to be unreasonably withheld or delayed, that are necessary to investigate, defend, negotiate, adjust, settle or appeal a **Potential Claim** or **Claim**. **Defence Costs** does not include **Legal Representation Expenses**.

3.8 Employee

Any:

- A) person employed under a contract of service or apprenticeship with the **Policyholder**;
- B) person hired by or seconded to the **Policyholder**;
- C) person undertaking study, a course or work experience with the **Policyholder**;

- D) prospective employee of the **Policyholder** who is undergoing practical work experience whilst being assessed as to their suitability for employment;
- E) volunteer of the **Policyholder** while working under the supervision and control of that **Insured**; and in connection with the provision of **Professional Services** by the **Policyholder**.

Employee does not include any independent or self-employed contractor or individual.

3.9 Good Samaritan Acts

Treatment or care administered without remuneration at the scene of a medical emergency, accident or disaster by the **Insured** whether or not under the **Policyholder's** direction and where they were present by chance and not by design or in response to a general emergency call.

3.10 Insured

- A) The **Policyholder**; and
- B) An **Employee** working at the direction of/or on behalf of the **Policyholder**.

3.11 Insurer

Berkshire Hathaway European Insurance DAC, trading as MedPro, with registered office 7 Grand Canal Street Lower, Dublin D02 KW8, and regulated by the Central Bank of Ireland, Company Registration No. 636883.

3.12 Inquiry

A formal or official inquiry, investigation, examination and/or criminal proceeding, before a duly constituted court or tribunal or a governmental, regulatory, professional, statutory or official body or institution that is empowered by law to investigate the performance or failure to perform **Professional Services** (including any inquest or coroner's inquiry, and any hearing before any disciplinary body of an accredited medical professional association), into the conduct of the **Insured's** provision of, or failure to provide, **Professional Services**.

3.13 Intermediary

Medisec Ireland CLG, registered in Ireland with company number 216570, whose registered office is at 7 Hatch Street Lower, Dublin 2. Authorised and regulated by the Central Bank of Ireland.

3.14 Legal Representation Expenses

Legal costs or related professional fees (e.g. expert witness fees) incurred by or on behalf of the **Insured** with the prior written consent of the **Insurer** or its representatives, whose consent is not to be unreasonably withheld or delayed,

directly in connection with the **Insured** attending, co-operating with or participating in an **Inquiry**.

3.15 Limit of Liability

The limits specified in section 4 of this **Policy** and conditions and as stated in the **Schedule**.

3.16 Loss

All amounts which the **Insured** becomes legally obligated to pay including **Damages, Defence Costs** and **Legal Representation Expenses**.

3.17 Patient

Any individual having received, receiving or seeking professional medical services from the **Insured**.

3.18 Policy

This document, the **Schedule** and any attached appendices and any conditions or endorsements.

3.19 Policyholder

The entity named in the **Schedule**.

3.20 Policy Period

The period set out in the **Schedule**.

3.21 Potential Claim

Any event or circumstance which (i) might reasonably be expected to give rise to a **Claim** being made against the **Insured** and (ii) which the **Insured** knew about or reasonably could have foreseen or discovered, where the **Insured**:

- A) Has received an oral or written complaint on or on behalf of a **Patient** regarding the **Insured's Professional Services**; or
- B) Was aware of any complication, incident, or adverse outcome to the **Insured's Patient** involving death, amputation, loss of organ function, loss of vision, or permanent neurological injury.

3.22 Premiums

The sums due from the **Policyholder** to the **Insurer** for the **Policy** as set out in the **Schedule**.

3.23 Product

Any solid, liquid, or gaseous substance, material, item or component or part thereof.

3.24 Professional Services

In a professional bona fide clinical, medical, surgical or administrative capacity:

- A) The examination, diagnosis, treatment (including prescribing of drugs and therapy) or care of a **Patient**; and/or
- B) Written or oral advice on or concerning the examination, condition, diagnosis, treatment (including prescribing of drugs or therapy) or care of a **Patient**; and/or
- C) Administration services in connection with the care of a **Patient**; and/or
- D) Education and training insofar as it relates to obtaining or maintaining the **Insured's** professional qualifications.

3.25 Proposal

The written proposal or declaration and/or any application, presentation, statements, declarations or information upon which the **Insurer** has relied, including renewal documentation and material facts declarations, made by or on behalf of the **Insured** to the **Insurer** for the insurance evidenced by this **Policy**.

3.26 Public Liability

Liability for death, **Bodily Injury**, mental injury, illness or disease of any person, or loss of or damage to tangible property of any person caused by an act, error or omission of the **Insured**, other than in the course and scope of providing **Professional Services**.

3.27 Registered Dental Practitioner

A dentist who is licenced to practice by, and maintains registration with, the Dental Council of Ireland as a General Dental Practitioner.

3.28 Registered General Medical Practitioner

A doctor who is licenced to practice by, and maintains registration with, the Irish Medical Council as a General Practitioner.

3.29 Retroactive Date

The **Retroactive Date** means the date as specified in the **Schedule**.

3.30 Territorial Limits

The **Territorial Limits** as stated in the **Schedule**.

3.31 Terrorism

An act including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public in fear.

4 Limits of Liability

The **Insurer's** total liability for each **Potential Claim, Claim and/or Inquiry** under the **Policy** in respect of **Loss** combined shall not exceed the Per Claim Limit of Liability, as defined and specified in the **Schedule** and the **Insurer** shall not be liable to pay any sums after the Per Claim Limit of Liability has been exhausted by payment of or agreement to pay **Loss**.

The **Insurer's** total liability under the **Policy** in respect of all **Loss** combined shall not exceed the aggregate **Limit of Liability** specified in the **Schedule** and the **Insurer** shall not be liable to pay any sums after the aggregate **Limit of Liability** has been exhausted by payment of or agreement to pay **Loss**.

5 Exclusions

5.1 Activities outside General Practice

The **Policy** does not cover any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of **Professional Services** where:

- A) the **Insured** does not have experience, training or accreditation; or
- B) they are outside the range of services normally provided in General Practice including, but not limited to, the following:
 1. Any elective cosmetic procedure;
 2. Any procedure carried out under General Anaesthesia;
 3. Vasectomies other than non-scalpel vasectomies;
 4. Obstetrics, including the attendance at or supervision of labour and delivery (including antenatal and postnatal care of a **Patient** who is planning a home birth). This exclusion does not apply in the case of a bona fide medical emergency or to care provided under the Maternity and Infant Care Scheme of the Health Services Executive.

5.2 Excluded Employees

This **Policy** does not cover any **Loss** for any negligent act, error or omission of the following;

- A) surgeon,
- B) dental surgeon,
- C) nurse anaesthetist,
- D) midwife (other than a midwife working as a practice nurse),
- E) podiatrist,
- F) chiropractor,
- G) physician associate.

5.3 Administration or Prescription of Certain Drugs, Medicine or Pharmaceuticals

The **Policy** does not cover any **Loss** directly or indirectly caused by or arising out of the use of any drug, medicine or pharmaceutical which has not been approved, or approval has been withdrawn, by the Irish Board under the Medical Preparations (Licensing, Advertisement and Sale) Regulations 1984 (S.I. No 210 of 1984) or any amendment thereto, unless such drug, medicine or pharmaceutical is routinely prescribed in general practice or its use has been approved in writing by the Insurer.

5.4 Clinical Trials Liability

The **Policy** does not cover any **Loss** directly or indirectly caused by or arising out of any clinical trials. This exclusion shall only apply where the **Policyholder** is the sponsor of, or is otherwise legally responsible for, such clinical trial or where the clinical trial does not have the appropriate ethics committee approval.

5.5 Contract or Agreement

The **Policy** does not cover any **Loss** directly or indirectly caused by or arising out of the acts of a third party assumed by the **Insured** under any contract or agreement, whether written, oral, or implied, entered into by the **Insured**.

5.6 Cross Liabilities

The **Policy** does not cover any **Loss** made by one **Insured** against any other **Insured**. However, this exclusion does not apply if the **Claim** arises from the provision of **Professional Services** by an **Insured** to another **Insured**.

5.7 Cyber Liabilities

The **Policy** does not cover any **Loss** directly or indirectly caused by or arising out of any **Claim** or **Potential Claim** directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

5.8 Directors and Officers Liability

The **Policy** does not cover any **Loss** brought against any **Insured**, in connection with their capacity as a director, officer or trustee in respect of the performance or non-performance of their duties as a director, officer or trustee.

5.9 Employers' Liability

The **Policy** does not cover any **Loss** directly or indirectly caused by or arising out of death, bodily injury, mental injury, illness or disease of or to any person under a contract of service or apprenticeship with the **Insured** or under the **Insured's** supervision as an employee or for any breach of any obligation owed by the **Insured** as an employer to any such person, including any **Claim** or any event or circumstances in respect of which compensation is available or required under the Safety, Health and Welfare at Work Act 2005 (as amended).

However, this exclusion shall not apply to any **Claim** brought by any such person who is or becomes a **Patient** of the **Insured** entirely independently of their employment.

5.10 Failure to Maintain Licence/Registration

The **Policy** does not cover any **Loss** resulting from the **Insured's** failure to secure and maintain any license/registration that is required by any government, regulatory or supervisory body.

5.11 Guarantee of Results

The **Policy** does not cover any **Loss** directly or indirectly caused by or arising out of the **Insured's** guarantee of the result of **Professional Services**.

5.12 Motor, Aviation, Property and Marine Liability

The **Policy** does not cover any **Loss** directly or indirectly caused by or arising out of the ownership, possession or use by or on behalf of the **Insured** of any motor vehicle or trailer or any aircraft, watercraft or hovercraft, mobile or immobile buildings, structures, premises, land or property.

5.13 Nuclear Risk

The **Policy** does not cover any **Loss** directly or indirectly caused by or contributed to or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from combustion of nuclear fuel; or
- B) radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

However, this exclusion does not apply to any **Potential Claim** or **Claim** for **Bodily Injury** to a **Patient** as a result of any radiation or radioactive contamination sustained during the rendering of **Professional Services**.

5.14 Other Indemnity

The **Policy** does not cover any **Loss** which is the subject of indemnity or assistance provided by any medical or dental defence organisation or insurer (other than the **Insurer**).

5.15 **Pollution**

The **Policy** does not cover any **Loss** directly or indirectly caused by or arising out of:

- A) seepage, pollution or contamination; or
- B) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances.

5.16 **Products Liability**

The **Policy** does not cover any **Loss** directly or indirectly caused by or arising out of the manufacture of any **Products**, or the construction, alteration, repackaging, repair, servicing or treating of any **Products** sold, supplied or distributed by the **Insured** and any **Claim** arising out of the failure of any **Product** to fulfil the purpose for which it was designed, or to perform as specified, warranted or guaranteed.

5.17 **Public Liability**

The **Policy** does not cover any **Loss** directly or indirectly caused by or arising out of **Public Liability**.

5.18 **Sexual Misconduct**

The **Policy** does not cover any **Loss** directly or indirectly caused by or arising out of:

- A) Sexual relations;
- B) Sexual contact or intimacy;
- C) Sexual harassment; or
- D) Sexual exploitation;

where such acts have been determined by way of adjudication by a court or other state body with competent authority, or where the **Insured** has admitted to such acts.

5.19 **Terrorism**

The **Policy** does not cover any **Loss** directly or indirectly caused by or arising out of **Terrorism**.

It is understood and agreed by the **Insured** and the **Insurer** that the burden of proof that such **Claim** does not fall within this exclusion shall be upon the **Insured**.

5.20 **Toxic Mould**

The **Policy** does not cover any **Loss** directly or indirectly caused by, arising out of or in any way connected with:

- A) the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any fungi or bacteria on or within a building or structure, including its contents;
- B) the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposing of, or in any way

responding to or assessing the effects of fungi or bacteria by any Insured or by any other person or entity.

Fungi means any type or form of fungus, including mould or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

However, this exclusion shall not apply to any **Loss** arising out of the diagnosis and/or treatment of **Patients** of the **Insured** who are suffering from infection by such fungi or bacteria.

5.21 Trade or Economic Sanctions

The Insurer shall not provide cover and shall not be liable to pay any **Loss**, or provide any benefit hereunder, to the extent that the provision of such cover, payment of such **Loss** or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5.22 War

The **Policy** does not cover any **Loss** directly or indirectly caused by or arising out of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.

It is understood and agreed by the **Insured** and the **Insurer** that the burden of proof that such **Claim** does not fall within this exclusion shall be upon the **Insured**.

5.23 Wrongful Acts

The **Policy** does not cover any **Loss** directly or indirectly caused by or arising out of:

- A) any deliberate or wilful misconduct of the **Insured**;
- B) any dishonest, fraudulent or criminal act of the **Insured**;
- C) the performance of any activities of the **Insured**, or any person for whom the **Insured** is legally responsible, whilst under the influence of intoxicants or narcotics;

where such acts have been determined by way of final adjudication by a court or other state body with competent authority or where the **Insured** has admitted to such acts.

6 Conditions

6.1 Cancellation

The **Insurer** may cancel the Policy or any part of it at any time by giving seven (7) calendar days' written notice to the **Policyholder** at the address stated in the Schedule. The **Insurer** will provide the **Policyholder** with its reason(s) for the

cancellation of the **Policy**. Except in the case of 6.7 below, **Premium** will be refunded to the **Policyholder** on a proportionate basis corresponding to the unexpired **Policy Period**.

The **Policyholder** may cancel the **Policy** at any time by giving written notice to the **Intermediary**. Such cancellation shall be effective on the date requested by the **Policyholder** or the date the notice is received by the **Insurer**, whichever is later. **Premium** will be refunded to the **Policyholder** on a proportionate basis corresponding to the unexpired **Policy Period**. Notice under this paragraph shall be given to the **Intermediary** via one of the following methods:

By Phone: +353 (0)1 661 0504

By Letter: Medisec Ireland CLG, 7 Hatch Street Lower, Dublin 2

By E-mail: info@medisec.ie

6.2 Conduct of Proceedings

The **Insured** shall not admit liability or use any form of wording which is tantamount to an admission of liability or enter any arrangement or make any offer, payment or promise or incur any **Defence Costs** without the prior written consent of the **Insurer**. Where the **Insured's** breach of this paragraph has prejudiced the **Insurer**, the **Insurer** may decline all indemnity to the **Insured** in respect of any **Claim**.

This condition does not exclude the **Insured** from acting in accordance with their professional duty of candour and/or statutory duty of open disclosure.

6.3 Contract Integrity

The **Policy** shall be read as one document and the information, including the **Proposal**, given to the **Insurer** when the **Policy** was concluded has been relied upon by the **Insurer** when issuing this **Policy**. No alteration to the **Policy** shall be binding unless it is evidenced by endorsement issued by or on behalf of the **Insurer**.

6.4 Control and Settlement of Claims

6.4.1 The **Insurer** shall be entitled but not obligated to take full control of the defence of any **Claim** on behalf of the **Insured** and shall have full control of the conduct of any negotiations or proceedings and the settlement of any **Claim**.

6.4.2 The **Insured** shall assist the **Insurer** and co-operate fully with them in the investigation and/or defence of any **Potential Claim, Claim or Inquiry** (including by responding to reasonable requests for information in an honest and reasonably careful manner). Where the **Insured's** breach of this paragraph has prejudiced the **Insurer**, the **Insurer** may take appropriate steps including reducing proportionately the amount to be paid and/or declining all indemnity to the **Insured** in respect of any **Potential Claim, Claim or Inquiry**. Such reasonable assistance and cooperation shall include but is not limited to keeping the **Insurer** informed of the **Insured's** up to date contact details at all times, attendance at any pre-trial hearings, or trial or **Inquiry**, as requested by the **Insurer**; assistance in securing and giving evidence; obtaining the attendance of witnesses; doing nothing to prejudice the **Insurer's** ability to investigate, defend, and/or settle any matter to which this cover applies; and

the prosecution of any subrogation or recovery action without charge to the **Insurer**.

6.5 Data Protection

- 6.5.1 This section describes how the **Insurer** processes the personal data of the **Insured**. The **Insurer** processes the personal data provided by the **Insured** including name, date of birth, contact details, date of qualification, training records.
- 6.5.2 The **Insurer** stores this personal data to communicate with the **Insured**, to set up and administer the **Policy** including handling claims, to meet any legal or regulatory needs and to fulfil the legitimate interests of the **Insurer**, such as to improve products and services. Calls may be monitored and recorded in order that the service may be improved and to help prevent and detect fraud.
- 6.5.3 For the above purposes personal data may be shared with other **Insurer** group companies, brokers, other distribution parties, insurers and reinsurers and other service providers. The **Insurer** will not transfer any personal data outside of the European Union without express consent from the data subjects.
- 6.5.4 The **Insurer** retains the personal data for the period necessary to fulfil the purposes set out in this **Policy**, unless a longer retention period is required by any regulation or permitted by law.
- 6.5.5 If the **Insured** would like to access, correct, or delete their personal data, restrict or object to processing of their personal data, or if the **Insured** would like to request an electronic copy of their personal data is sent to another company, or to ask any questions related to the **Insurer's** use of personal data, please contact the **Insurer** using the details below:

By Letter: Data Protection Officer
Berkshire Hathaway European Insurance DAC
7 Grand Canal Street Lower, Dublin, D02 KW81.
By Email: data.privacy@bhei.eu

- 6.5.6 Please note the rights in relation to personal data may be restricted under applicable law. If the **Insured** objects to the processing of certain personal data by the **Insurer**, please be aware, it may not be possible to perform the **Insurer's** obligations pursuant to the **Policy**.
- 6.5.7 For more information about how the **Insurer** uses the **Insured's** personal information and the **Insured's** rights please see the full privacy notices, which can also be found here: BHEI Data Privacy Notice

Alternatively, the **Insured** may request a copy by contacting the **Insurer** using the details above.

6.6 Disclosure and Material Change in the Risk Insured

- 6.6.1 The **Insured** must disclose (honestly and with reasonable care) and not misrepresent to the **Insurer**, before this **Policy** is entered into, every matter which is the subject of any question in the **Proposal**. This duty of disclosure

also applies to any renewal, extension, variation or reinstatement of the **Policy**.

- 6.6.2 The **Insurer** has relied upon each of the **Insured's** disclosures in the **Proposal** in determining whether to underwrite this **Policy** and in determining the **Policy's** terms, conditions and exclusions, and the **Premium** payable. The **Insured** shall promptly inform the **Insurer** of any material changes in their practice that occur after the **Insurer** agrees to underwrite the risk but before the **Policy** incept. Where there have been such material changes, the **Insurer** shall be entitled to amend the terms of the **Policy** as appropriate or cancel the **Policy** in accordance with Section 6.1.
- 6.6.3 In the event of a negligent failure by the **Insured** to comply with the duty of disclosure with respect to any question in the **Proposal**, the **Insurer** shall apply a compensatory and proportionate test. This includes (but is not limited to) the **Insurer** taking the following steps at the **Insurers'** absolute discretion:
- 6.6.3.1 If the **Insurer** would not have underwritten the **Policy** on any terms, the **Insurer** may void the **Policy** and refuse all **Potential Claims, Claims** and/or **Inquiries** (but the **Insurer** shall return all **Premium**).
- 6.6.3.2 If the **Insurer** would have underwritten the **Policy**, but on different terms (excluding terms relating to the **Premium**), the **Policy** can be treated as if it had been entered into on those different terms; or
- 6.6.3.3 If the **Insurer** would have underwritten the **Policy** (whether the terms relating to matters other than the **Premium** would have been the same or different), but would have charged a higher **Premium**, the **Insurer** may reduce proportionately the amount to be paid on a **Potential Claim, Claim** and/or **Inquiry** or charge additional **Premium**.
- 6.6.3.4 The **Insurer** may also terminate the **Policy** by giving the **Policyholder** reasonable notice, where there are no outstanding **Potential Claims, Claims** and/or **Inquiries**. The **Insurer** can also elect to reduce its liability under the **Policy** for **Loss** in direct proportion to the additional **Premium** it would have charged had the material facts or matters been disclosed.
- 6.6.3.5 In the event of an intentional or fraudulent failure by the **Insured** to comply with the duty of disclosure, or the **Insured's** intentional or fraudulent misrepresentation to the **Insurer**, the **Insurer** shall be entitled to avoid the **Policy**.
- 6.6.3.6 During the **Policy Period**, the **Insured** shall give notice in writing as soon as practicable to the **Intermediary** of any alteration which materially affects the risk or the subject matter covered by the **Policy**. Where the **Insured's** breach of this paragraph has prejudiced the **Insurer**, the **Insurer** may decline all indemnity to the **Insured** in respect of any **Potential Claim, Claim** and/or **Inquiry**. The **Insurer** is entitled to refuse to cover the additional exposure or cancel the **Policy** in accordance with the cancellation provisions of this **Policy**. Notice under this section shall be given to the **Intermediary** using one of the following methods:

By Phone: +353 (0)1 661 0504
By Letter: Medisec Ireland CLG, 7 Hatch Street Lower, Dublin 2
By E-mail: info@medisec.ie

6.7 Fraudulent Claims

If the **Insured** shall make any request for payment from the **Insurer** knowing, or having ought to have known, the same to be fraudulent (which includes being false or misleading), or seeks to obtain any benefit or advantage under this **Policy** by use of any fraudulent device, the **Insurer** shall be entitled to refuse to pay the **Potential Claim, Claim** and/or **Inquiry** and shall be entitled to terminate the **Policy**. All **Premium** paid shall be forfeited and all payments to the **Insured** under the **Policy** shall be returned; the **Insurer** may refuse all liability to the **Insured** under the **Policy** in respect of any **Claim** made on or after the date of the fraudulent act; and the **Insurer** need not return any of the **Premium** paid under the **Policy**.

6.8 Insurance Act 1936

All monies that become or may become due and payable by the **Insurer** under the **Policy** shall, in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland.

6.9 Jurisdiction, Applicable Law, and Dispute Resolution

6.9.1 This Policy is governed by and shall be construed in accordance with the laws of the Republic of Ireland.

6.9.2 In the event of any dispute between the **Insurer** and the **Insured** concerning this **Policy**, its validity, existence or termination or relating to the interpretation of the terms, definitions, conditions, limitations, appendices and/or exclusions contained herein, the parties agree to submit to the exclusive jurisdiction of the Irish courts and shall comply with all requirements necessary to give such court jurisdiction.

6.10 Notice of Claims

Notice of any **Potential Claim, Claim** and/or **Inquiry** shall be given to the **Intermediary** listed in the **Schedule** immediately upon the **Insured** becoming aware of the **Potential Claim, Claim** and/or **Inquiry**. Where the **Insured's** breach of this paragraph results in prejudice to the **Insurer**, the **Insurer** may decline all indemnity to the **Insured** in respect of any **Potential Claim, Claim** or **Inquiry**. Notice under this paragraph shall be given to the **Intermediary** listed in the **Schedule** (i) first by a telephone call to the Medisec Medico Legal Helpline listed below and (ii) also then followed up in writing to either the mailing address or e-mail address listed below:

By Phone: +353 (0)1 661 0504
By Letter: Medisec Ireland CLG, 7 Hatch Street Lower, Dublin 2
By E-mail: info@medisec.ie

6.11 Premium(s) and Premium Payment Terms

All **Premiums** due to the **Insurer** must be paid within thirty (30) days from this **Policy's** inception date. Non-receipt by the **Insurer** of such **Premium** within thirty (30) days shall render this **Policy** void with effect from its inception date.

6.12 Qualifications of Other Healthcare Professionals

The **Policyholder** shall at all times obtain satisfactory evidence that all healthcare professionals practising at the **Policyholder's** premises have received formal training or education in a health-related field and if required, hold valid licences to practise, are members of their appropriate professional body and that they comply with any relevant continuous medical educational requirements that may be applicable.

6.13 Registered General Medical Practitioners and Registered Dental Practitioners

All **Registered General Medical Practitioners and Registered Dental Practitioners** must be registered with the Irish Medical Council or the Dental Council of Ireland and maintain their own indemnity arrangements as required by law throughout the **Policy Period**.

6.14 Records

The **Insured** shall at all times:

- 6.14.1 Maintain accurate descriptive records of all **Professional Services** and products and equipment used in procedures. Such records shall be made available for inspection and use by the **Insurer** or its appointed representatives in the investigation or defence of any **Potential Claim, Claim or Inquiry** hereunder;
- 6.14.2 Retain the records referred to in 6.14.1 above for any applicable periods as established by law;
- 6.14.3 Provide the **Insurer** or its appointed representatives with such oral or written information, assistance, signed statements, or evidence as the **Insurer** may require.

6.15 Subrogation

The **Insurer** shall be entitled at any stage to bring an action for their own benefit seeking indemnity, **Damages** or otherwise against any third party in the name of the **Insured** to the extent of any sums paid or payable by them or in pursuance of their interests in any **Claim**. The **Insurer's** expenses in the recovery shall be applied prior to the application of the recovery to the **Claim**. The **Insured** shall provide all reasonable assistance to the **Insurer** in respect of such actions.