

# GP Entity Medical Malpractice Policy Insurance Product Information Document



Company: **MedPro**

Product: **GP Entity Medical Malpractice Policy (Claims-Made)**

Berkshire Hathaway European Insurance DAC, trading as MedPro, is regulated by the Central Bank of Ireland

This document is intended to be a summary of the insurance cover provided by the policy. It is not intended to address specific circumstances of any particular insured. Complete terms and conditions for the policy are set out in the full policy wording, which should be read carefully along with the policy schedule

## What is this type of insurance?

This policy is designed to provide medical malpractice insurance cover for a legal entity and its employees whilst working at the direction of or on behalf of that entity in a GP setting



### What is insured?

The limit of liability covered by the policy is **€6,500,000 per claim** and **€6,500,000 in annual aggregate** for

- ✓ **Loss** for claims first made against the entity and notified to insurers during the policy period for professional medical services provided on or subsequent to the retroactive date listed on the Policy Schedule

**Defence costs are included in and erode the policy limit or applicable sub-limit.**

- ✓ **Legal liability to pay damages** in the case of death, bodily injury, mental injury, illness or disease of or to patients of the entity, caused by any act, neglect, error or omission arising from

- **Medical malpractice**
- **Good Samaritan Acts** performed by employees of the entity

**Loss** arising from additional coverages, subject to the sub-limits specified in the Schedule, including:

- Criminal prosecutions
- Defamation
- Breach of professional confidentiality
- Unlawful discrimination
- Assistance with coroners' inquests
- Regulatory and disciplinary investigations and hearings

This is not a complete list of what is insured. The full policy wording and policy schedule should be reviewed in order to confirm coverage provided.



### What is not insured?

- ✗ Liability for professional services which are outside of the range of services normally provided in General Practice
- ✗ Liability for professional services provided by Doctors, Dentists or Physician Associates
- ✗ Liability for employees and volunteers not acting at the direction of or on behalf of the Insured
- ✗ Unauthorised professional services due to failure to maintain a required licence/registration
- ✗ Liability arising from unlicensed pharmaceuticals
- ✗ Deliberate, reckless or dishonest acts
- ✗ Acts of a third party assumed under any contract
- ✗ Claims made by one insured against any other insured under the policy
- ✗ Claims arising out of the guarantee of the result of professional services
- ✗ Public and Employers' liability
- ✗ Cyber liability
- ✗ Directors and Officers liability
- ✗ Products liability
- ✗ Sexual misconduct

Other exclusions apply, please see the full policy wording.



### Are there any restrictions on cover?

- ! This policy does not cover legal liability for claims resulting from professional services rendered prior to the retroactive date listed on the schedule.
- ! This policy does not cover legal liability resulting from claims or potential claims which the Insured could have reasonably known about and which should have been reported to previous insurers.
- ! This policy does not cover legal liability outside professional services.
- ! The policy does not cover you for amounts that exceed the limit of liability
- ! The policy only covers defence costs where these are reasonably incurred with our prior consent.

Other restrictions apply, please see the full policy wording.



### Where am I covered?

- ✓ The Republic of Ireland
- ✓ Worldwide for Good Samaritan Acts of the employees of the entity.

All claims must be brought in the Republic of Ireland.



### What are my obligations?

- You must take reasonable care to make sure that any information you provide to us and the Intermediary listed in the Schedule is honest and accurate. Failure to disclose any information material to this policy may affect your cover.
- During the policy period, you must inform the Intermediary listed on the Schedule of any change of circumstances that materially affect the risks covered by the policy.
- You must maintain accurate, descriptive records of all professional services, products and equipment used in procedures.
- You must notify the Intermediary listed on the Schedule of any claims against you immediately upon becoming aware of any claim or potential claim and follow the required procedure set out in the full policy wording.
- You must assist us and the Intermediary listed on the Schedule and co-operate fully with our investigation and defence of any claim.
- You must not admit liability, make any offer of settlement or incur any defence costs without our prior written consent.

Other obligations apply, please see the full policy wording.



### When and how do I pay?

Your premium must be paid in full within 30 days from the policy inception date listed on your Schedule. Please contact the Intermediary listed on the Schedule for additional information.



### How do I cancel the contract?

You may cancel this policy at any time during the policy period by giving written notice to the Intermediary listed on the Schedule. Cancellation will be effective on the date you request in your cancellation notice or the date the notice is received, whichever is later. In the event of cancellation, premium will be refunded to you in accordance with the full policy wording.



### When does the cover start and end?

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