

Consultant Policy

Insurance Product Information Document



Company: MedPro

Product: Consultant Policy (Occurrence)

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

This document is a summary of the insurance cover provided by the policy and is not personalised to your individual cover or needs. Complete terms and conditions for the policy are set out in the full policy wording, which you should read carefully along with the policy schedule.

What is this type of insurance?

This policy is designed to meet the needs of medical practitioners who wish to cover their legal liability to their patients following death, injury, illness or disease.



What is insured?

The per claim and aggregate limit of liability covered by the policy is specified in the Schedule. Defence costs are included in and erode the policy limit or applicable sub-limit. The policy is also subject to the Excess specified in the Schedule.

- ✓ **Your legal liability to pay damages** in the case of death, bodily injury, mental injury, illness or disease of or to any of your patients, caused by any act, neglect, error or omission by you arising from:
 - **medical malpractice**
 - **medico-legal expert work**
 - **Good Samaritan Acts**
 - **the provision of professional services to sports clubs or sports associations**
- ✓ **Your legal liability to pay damages** in the case of death, bodily injury, mental injury, illness or disease of or to any patient arising from any act, error or omission of a duly licensed medical practitioner performing your duties in your absence.
- ✓ **Claims arising from additional coverages**, subject to the sub-limits specified in the Schedule, including:
 - **criminal prosecutions**
 - **defamation**
 - **breach of professional confidentiality**
 - **unlawful discrimination**
 - **Medical Council disciplinary investigations and hearings**
 - **Coroner's Inquests**

This is not a complete list of what is insured. You should refer to the full policy wording and policy schedule, which will confirm the cover you have.



What is not insured?

- X Liability for professional services for which you do not have the relevant experience, training or accreditation
- X Liability for the administration or prescription of amphetamines for weight control, or of any unlicensed or unapproved drug, medicine or pharmaceutical (unless routinely prescribed or approved in advance)
- X Liability as a sponsor of a clinical trial, or for a non-approved clinical trial
- X Acts of a third party assumed by you under any contract
- X Claims made by one insured against any other insured under the policy
- X Cyber liability
- X Directors and officers liability
- X Employers' liability
- X Unauthorised professional services due to your failure to maintain a required licence
- X Claims or defence costs caused by or arising out of your guarantee of the result of professional services
- X Health service executive activities
- X Motor, aviation, property and marine liability
- X Nuclear risk
- X Obstetrics
- X Indemnity or assistance provided by any MDO or insurer
- X Products liability
- X Public liability
- X Sexual misconduct
- X Trade or economic sanctions
- X Deliberate, reckless or dishonest acts by you
- X Liability connected to your business activities as an officer, director, medical director or department head of any hospital, clinic, or other professional or business enterprise
- X War, terrorism, asbestos, pollution, toxic mould, biological or chemical contamination or any nuclear reaction or radiation

Other exclusions apply, please see the full policy wording.



Are there any restrictions on cover?

- ! This policy only covers legal liability for any act, neglect, error or omission occurring during the policy period.
- ! 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 they 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 and approved Sports Clubs or Sports Associations.
- ✓ In all cases, any claim against you must be brought within 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 on 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 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. For your convenience, multiple premium payment options are available, including direct debit and credit card payments. Please contact the Intermediary listed on the Schedule for additional information.



When does the cover start and end?

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



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.