

# Dental Liability Insurance Policy

## Insurance Product Information Document



Company: **MedPro**

Product: **Dental Liability Insurance | Occurrence**

Berkshire Hathaway European Insurance DAC, trading as MedPro, and Medisec Ireland CLG, are co-manufacturers of the Product and are 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 you should read carefully along with the policy schedule.

### What is this type of insurance?

This policy is designed to provide dental liability insurance for registered dental practitioners in Ireland. It covers claims arising from dental malpractice, dento-legal expert work and Good Samaritan Acts.



### What is insured?

**The limit of liability covered by the policy is €10,000,000 per claim and €10,000,000 in aggregate for all claims. Defence Costs are included in, and erode, the policy limit or applicable sub-limit.**

- ✓ **Your legal liability to pay damages** in the case of bodily injury to any patient caused by any negligent act, error or omission by you arising out of:
  - **Dental Malpractice within territorial limits**
  - **Good Samaritan Acts (Worldwide)**
  - **Humanitarian Aid (Worldwide)**
- ✓ **Your legal liability to pay damages** in the case of bodily injury to any patient of a partnership, of which you are a partner, caused by any **negligent act, error or omission of a partner of the partnership**.
- ✓ **Your legal liability to pay damages** in the case of bodily injury to any patient arising from any negligent act, error or omission of a **duly licensed registered dental practitioner performing your duties in your absence**.
- ✓ **Your legal liability to pay damages** in respect of pecuniary or economic loss arising from **Dento-legal expert work, unintentional defamation, libel or slander, and unintentional breaches of professional confidentiality**
- ✓ **Your legal liability to pay damages** in respect of any **negligent act, error, or omission** by your **employed dentist** for which you are liable for.
- ✓ **Claims arising from additional coverages**, subject to the sub-limits specified in the Schedule, including:
  - Criminal prosecutions
  - Unlawful discrimination
  - Disciplinary investigations and hearings
  - Coroner's inquests
  - Document replacement costs
  - Court Attendance Costs

**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?

- ✗ Liability for professional dental services for which you do not have the relevant experience, training or accreditation, or which a registered dental practitioner does not normally provide
- ✗ Liability for the administration or prescription of any unlicensed or unapproved drug, medicine, dental product or pharmaceutical unless routinely prescribed or approved in advance (covers mixing and blending of licensed products)
- ✗ Clinical Trials Liability
- ✗ Contractual Liability
- ✗ Claims made by one insured against any other insured under the policy
- ✗ Cyber liability
- ✗ Directors and officers liability
- ✗ Employers' liability
- ✗ Excluded territories
- ✗ Unauthorised professional services due to your failure to maintain a required license
- ✗ Fines and aggravated damages
- ✗ Claims arising out of your guarantee of the result of professional services
- ✗ Motor, aviation, property and marine liability
- ✗ Nuclear risk
- ✗ Defective products and/or product recall (we will provide defence costs up to the point liability is proven to fall with manufacturer)
- ✗ Public liability
- ✗ Abuse or Molestation
- ✗ Dishonest or Criminal acts
- ✗ Trade or economic sanctions
- ✗ 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
- ✗ 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 negligent act, error or omission occurring during the policy period.

- ! This policy does not cover legal liability outside professional dental 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 Humanitarian Aid.
- ✓ 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 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 notify the Intermediary as soon as reasonably practicable once you first become aware of any negligent act, error or omission, potential claim, Claim and/or Inquiry which may give rise to an indemnity under the Policy and you must 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 either the policy inception date listed on your Schedule or your instalment due date, if applicable. 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.