

Professional Indemnity Insurance for Medical Malpractice

Insurance Product Information Document

MAPFRE Middlesea p.l.c. | Middle Sea House | Floriana FRN 1442 | Malta

MAPFRE Middlesea p.l.c. (C-5553) is authorised by the Malta Financial Services Authority (MFSA) to carry on both Long Term and General Business under the Insurance Business Act. MAPFRE Middlesea p.l.c. is regulated by the MFSA.

This document is designed to provide you with a generic overview of the main features and benefits of this insurance policy. Due to its nature, it is not personalised to your individual needs. Complete pre-contractual and contractual information can be found in your quotation and the policy documentation, which is available upon request.

What is this type of insurance?

This insurance policy protects the insured professionals for claims made against them for injury, loss or damage resulting from any negligent act, error or omission whilst carrying out their professional services as medical practitioners.



What is insured?

- ✓ Sums you are legally liable to pay arising from your negligent acts, errors or omissions either in the course of the business or profession described in the schedule or in the provision of treatment administered at the scene of a medical emergency, accident or disaster by you who happen to be present either by chance, or in response to a S.O.S. call following a disaster (Good Samaritan Acts).

Standard Cover

- ✓ Libel and Slander
- ✓ Loss or damage to Documents

Optional Cover

- ✓ Dishonesty of Employees
- ✓ Retroactive Cover
- ✓ Run off Cover



What is not insured?

This represents a non-exhaustive selection of some of the policy exclusions.

- ✗ Claims arising out of any malpractice occurring prior to the inception date of the Policy.
- ✗ Any claim arising from any circumstance or occurrence, which has been notified, to any Medical Defence Organisation and/or the Company prior to inception of this Policy.
- ✗ Any amount which may be recoverable under any Insurance, Indemnity or Assistance which may each be provided by any organisation.
- ✗ Claims arising out of medical services rendered unless of diagnostic or therapeutic reason.
- ✗ Plastic and/or aesthetic and/or cosmetic surgery treatments.
- ✗ The operation of blood banks.
- ✗ Public liability.
- ✗ Any claim made upon the Insured for work carried out by the Insured for and in the name of any other company or association formed of which the Insured forms part for undertaking any joint venture.

- ✗ Specific liability assumed by the Insured under contract.
- ✗ The manufacture of any products, or the construction, alteration, repackaging, repair, servicing, or treating of any products sold, supplied or distributed by the Insured.
- ✗ Liabilities consequent strictly upon being a director and/or officer of any legal entity, corporation or other incorporated body.
- ✗ Bodily injury, mental injury, disease or death incurred, contracted or occurring while under a contract of service or apprenticeship with the Insured.
- ✗ Acts in violation of any law or ordinance.
- ✗ Dishonest, fraudulent, criminal acts of the Insured.
- ✗ Performance of the activities of the insured whilst under the influence of intoxicants or narcotics.
- ✗ Fines, penalties, punitive or exemplary damages.
- ✗ Legal liability of whatsoever nature arising out of, attributable to, or in any way involving the failure of any IT Equipment or IT Services to be Date Recognition Compliant.
- ✗ Sanction Limitation and Exclusion Clause.
- ✗ Pandemics, epidemics and communicable diseases.
- ✗ Any amount recoverable under any insurance which may each be provided by any organisation. This Policy will not be drawn into contribution thereto.
- ✗ Any claim arising out of medical services rendered within the public healthcare.



Are there any restrictions on cover?

- ! An Excess (deductible) as shown in your insurance schedule, being the part of a claim you are responsible for may apply.
- ! Damages are only paid up to the limits shown in the schedule.
- ! This Policy will be void in the event of misrepresentation, misdescription or non-disclosure in any way and if any false or fraudulent claim is made.
- ! Your cover may contain other restrictions, please refer to your policy document.



Where am I covered?

- ✓ Within the territorial limits described in the policy schedule.
- ✓ This policy applies in accordance with Maltese and European Union Jurisdiction.
- ✓ The MAPFRE Middlesea p.l.c policy is a Maltese contract and is governed by Maltese Law.



What are my obligations?

- The answers in any proposal and declaration for this insurance or any information you have provided must be true and complete as far as you know. This obligation will continue to apply throughout the currency of the policy including at renewal stage.
- All changes in any of the declared facts, including any changes in your criminal record as well as any changes in the property insured are to be communicated to us without delay as the contract could become void and claims refused if we are not notified of these changes.
- You must immediately notify us and submit a completed claim form along with the necessary reports and claim amounts in the event of any claim.



When and how do I pay?

- You must promptly pay the insurance premium as soon as it is due.
- You may settle your premium by debit/credit card, by cheque, via internet banking or in cash.



When does the cover start and end?

- The contract will commence from the start date and cease on the expiry date shown in the policy schedule unless cancelled before.
- If Retroactive cover is purchased, cover will apply from the retroactive date indicated in the schedule.



How do I cancel the contract?

- You may cancel the contract (cover) at any time and a return premium will be given to you unless a claim has been made during the current period of insurance.
- We may cancel the policy by sending a registered letter to your last known address giving not less than fifteen days' notice of our intention to cancel this policy, such notice to run from midnight of the day following that upon which the letter is posted. A return premium will be given to you unless a claim is registered during the period of insurance.
- We may also cancel the policy immediately at our discretion and without notice if you do not pay the premium. You will not get a refund for any part payments already made.