

# Professional Liability Insurance

## Insurance Product Information Document

GasamMamo Insurance Limited is authorised under the Insurance Business Act and Regulated by the Malta Financial Services Authority.



**Company: GasamMamo Insurance Ltd    Product: Professional Liability Insurance Policy (Medical Malpractice)**

This is a summary of our insurance policy. You will find all the terms and conditions, along with other important information in the policy document.

### What is this type of insurance?

A professional indemnity insurance policy covering medical malpractice of the Insured's medical profession noted in the schedule.



#### What is insured?

- ✓ Subject to its terms, exclusions, limitations, and conditions, the Policy indemnifies the Insured for claims made against the insured during the period against all sums which the Insured shall become legally liable to pay as damages and arising out of any bodily injury, illness, disease or death of any patient caused by any negligent act, error or omission committed by the Insured in or about the conduct of the Insured's occupation or business as stated in the proposal or declaration, or Good Samaritan Acts (hereinafter referred to as Malpractice) and payment of all defence costs incurred with the Company's consent.



#### What is not insured?

##### General & Main Exclusions only

- ✗ Losses arising from any circumstance or occurrence which has been notified to any Medical Defence Organisation and/or Insurers prior to inception of policy.
- ✗ Any claim arising out of any Malpractice occurring prior to inception date of the policy.
- ✗ Any claim or liability arising from hepatitis non-A or any condition directly or indirectly caused by or associated with Human Immune Deficiency Virus (HIV), a mutant, derivative or variation, or related to Acquired Immune Deficiency Syndrome (AIDS).
- ✗ Losses caused by or contributed to by any act in violation of any law ordinance; any dishonest, fraudulent, or criminal act by you and the performance of activities whilst under the influence of intoxicants or narcotics.
- ✗ Losses 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 you, or losses arising out of the failure of any product to fulfil the purpose for which it was designed.
- ✗ Any claim made against any director or officer or employee of the Insured arising from any unlawful or negligent act, error or omission, actual or alleged breach of trust or of warranty of authority, or breach of duty where such claim is made by reason of holding the position of director or officer or employee and having acted in that capacity.
- ✗ Any claim for loss, damage, cost or expense, caused by, resulting from, arising out of or related to, either directly or indirectly, or any action taken to hinder, defend against or respond to any pandemic or fear or threat of a pandemic including but not limited to Coronavirus Disease (Covid-19), Severe Acute Respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation or pandemic as declared as such by the World Health Organisation or any governmental authority.
- ✗ Any liability directly or indirectly occasioned or in consequence of war, invasion or war-like operations.
- ✗ Loss, cost or expense arising out of or in connection with nuclear reaction, radiation or radioactive contamination.
- ✗ Loss, damage, cost or expense and any legal liability directly or indirectly caused by, resulting from or in connection with any act of terrorism.



### What is not insured? ... Continued

- ✗ Liability of whatsoever nature arising from loss or damage to data or software caused by a deletion, corruption, malfunction, impairment in the function, availability, use or accessibility of data.
- ✗ Payment of any claim or provision of such benefit that would expose the company to any sanction, prohibition or restriction under United Nations resolutions, European or any of its member states, the United Kingdom or the United States of America, or any of its states.
- ✗ Any actual or alleged liability in respect of losses directly or indirectly arising out of or in any way involving asbestos.
- ✗ Fines, punitive and/or exemplary damages.
- ✗ Any liability arising out of your employment &/or service with the Government of Malta &/or Public Health Services
- ✗ Any other exclusion or limitation shown in the policy document.



### Are there any restrictions on cover?

- ! The Limit of Indemnity noted in the schedule.
- ! The professional activities of the medical profession noted in the schedule and no other for the purpose of this cover.
- ! The excess noted in the policy schedule.
- ! The limits under any extensions and/or cover allowed under the policy.



### Where am I covered?

- ✓ The Geographical Area listed in the Policy Schedule.



### What are my obligations?

- You must take reasonable care to give us complete and accurate answers to any questions we ask – whether you are taking out, renewing, or making changes to your policy.
- Please tell us immediately if the information set out in the proposal form or in your policy schedule changes.
- You must observe and fulfil the terms, provisions, conditions, and clauses of this policy – failure to do so could affect your cover.
- You must tell us about any event which might lead to a claim as soon as possible, but within 30 days of the expiration date of the policy period stated in the Schedule.
- You must maintain accurate descriptive records of all professional services and equipment used.
- We will tell you what information you need to provide us to achieve a settlement of any claim. For full details please see the 'General Conditions' section of the policy document.



### When and how do I pay?

You may pay your premium by credit/debit card, by internet banking, in cash or by cheque. The premium is paid annually.



### When does cover start and end?

From the start date (shown on your schedule) for twelve (12) months.



### How do I cancel the contract?

You can cancel the policy by writing to us not less than thirty (30) days such cancellation shall be effective. You may be entitled to a refund of your premium as long as no claim has been made during the current period of insurance.