

Product Distribution Document

Company: GasanMamo Insurance Ltd

GasanMamo Insurance Ltd is authorised under the Insurance Business Act & regulated by the MFSA.



This document is intended solely for internal use by the distributors of this insurance product and is not to be supplied to clients.

Product Name

Professional Liability (Medical Malpractice) Insurance Policy

Product Features

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 the insured 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 the insured, 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.
- 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 Union 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 the insured's employment &/or service with the Government of Malta &/or Public Health Services.
- Any other exclusion or limitation shown in the policy document.

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.

In which locations is the insured covered?

The Geographical Area listed in the Policy Schedule.

When does cover start and end?

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

Product Costs

- Premium is calculated on a case-by-case basis in accordance with GasanMamo's risk tariffs and specific risk underwriting.
- 11% Government duty is charged on Premium (subject to a minimum of Euro 13.00)

Product Risks

No risks that could be of detriment to the target market have been identified.

Product Complexity

This product is classified as non-complex.

Product Target Market

The Professional Liability (Medical Malpractice) Insurance Policy is targeted towards legal persons or natural persons of 18 years or over holding the necessary qualifications and warrant to practice their profession and who require professional liability cover for their profession and/or professional activities.

Negative Target Market

No negative target market identified.

Conflicts of interest

No foreseeable conflicts of interest have been identified.

Product Distribution Strategy

Sold face to face to the identified target market from/by:

- GMI Head Office
- GMI Branches
- Brokers
- Tied Insurance Intermediaries
- Agents
- Electronic means

Product Approval Process

The product oversight and governance process has been assessed by GasanMamo's Product Oversight & Governance Committee and approved by GasanMamo's Governance, Risk & Compliance Committee and the Board of Directors.

GasanMamo Insurance Limited is the sole manufacturer of this product.