



Health Care & Medical Professional Liability

HEALTH CARE & MEDICAL PROFESSIONAL LIABILITY (DOCTORS, MEDICAL PRACTICE, HEALTHCARE SERVICES)

Prospectus

This document is only a summary of the features of the Policy. Actual benefits available are as mentioned in the Policy, and are subject to its terms, conditions and exclusions.

Introduction

This Prospectus gives basic information about the **Health Care & Medical Professional Liability** that you can purchase from us, i.e. the ICICI Lombard General Insurance Company Limited. The **Health Care & Medical Professional Liability** provides insurance cover for Professional Liability and Advancement of Defense Costs for Doctors, Medical Practice or Healthcare Service Providers.

Important Do's and Don'ts

1.	When You fill up the Proposal Form	• Read the instructions in the proposal form carefully before filling up the details. • Understand the basis for arriving at the Limit of Liability. • Fill up the proposal form completely and answer all the question truthfully
2.	During the Policy Period	• Make full disclosure in the proposal and related documents about Yourself and all the Insurable risks • Remember, the information You give Us is the basis of Our contract with You.



Health Care & Medical Professional Liability

3.	When You have a Claim	• Give notice of loss to Us, as required by the Insurance Policy • Inform the respective authorities, as required. • Make true and full disclosures in Your claim form. • Give all documents supporting the claim. • Give full cooperation for inspection and investigation of claim.
----	-----------------------	---

The Insurance Cover

Health Care & Medical Professional Liability is a multi-year policy, offering tenure of up to 3 years.

In this Prospectus, you will find information about the following insurance covers offered under the **Health Care & Medical Professional Liability** Policy:

The following insurance covers under the policy are applicable for Claims which are first made against the Insured, during the Policy Period (or the Extended Reporting Period, if applicable).

Insuring Clauses include below coverages:

A. Professional Liability – Defense costs and damages arising out liability for un-intentional negligence, errors and omissions in rendering professional services and health care services

B. Advancement of Defense Costs-

Defense cost will be paid as and when they are incurred prior to final determination of the Claim

C. Extensions

- Contractual Liability
- Breach of Privacy and Confidentiality
- Extended Reporting Period
- Spouses, Estates & Representatives
- Good Samaritans Cover
- Compensation for court attendance
- Lost Documents
- Defamation, Libel and Slander

D. Optional Extensions



Health Care & Medical Professional Liability

- Public Relations Costs
- Visiting Medical Professional
- Professional Inquiries
- Molestation Defense Costs and Inquiry Costs
- Run-Off Cover
- Dishonesty of Employees
- Medico-Legal Consultation
- Students and Volunteers
- Participation in Clinical Trials

General Exclusions

- Prior claims or known circumstances
- any Claim resulting from any act, error or omission occurring or committed prior to the Retroactive Date.
- Professional fees
 - i. any Claim for indemnity by the Insured or;
 - ii. any Claim solely for; or
 - iii. that part of any Claim that is in respect of, professional fees or charges or the refund of professional fees or charges (by way of damages or otherwise)
- Asbestos arising directly or indirectly from or in respect of asbestos, asbestos fibres or derivatives of asbestos
- Directors and officers liability
- Dishonest, fraudulent or criminal acts
- Fines, penalties, punitive or aggravated damages
- Goods sold, stored, supplied or distributed arising directly or indirectly from or in respect of the sale, storage, supply or distribution of any good or product other than any Claim which arises directly from a breach of professional duty during the actual provision of the Healthcare Services.
- Intoxicants and drugs arising directly or indirectly from or in respect of any services rendered by any person while that person is under the influence of intoxicants or drugs or from any failure to render services competently or at all because of such influence, if such services were performed with the knowledge or connivance of a Principal.
- Unless and to the extent covered by way of an extension to this Policy, Liquidated damages arising directly or indirectly from or in respect of liquidated damages imposed upon the Insured by contract or agreement, except to the extent that the Insured would have been liable for that damage in the absence of any such contract or agreement.
- Radioactivity arising directly or indirectly from or in respect of ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or assembly, or a nuclear component thereof, provided that this exclusion shall not apply to ionizing



Health Care & Medical Professional Liability

radiation sourced from radioisotopes or x-rays when used by qualified medical staff in any medical procedure or diagnosis.

- Related party claims arising directly or indirectly from or in respect of any **Claim** brought by:
 - (i) any Insured;
 - (ii) any Subsidiary;
 - (iii) any company or trust which is operated or controlled by the Insured or its nominees or trustees and in which an Insured has a direct or indirect financial interest;
 - (iv) any company in which an Insured has or has held at least a 20% financial interest and has had or has board representation on that company; or
 - (v) any Relative or any company owned or controlled by a Relative, unless the Healthcare Services that gave rise to the Claim were signed off by a Principal of the Insured who is a person not related to the Relative.
 - (vi) Any Act of Terrorism or Terrorism arising directly or indirectly from or in respect of:
 - (vii) any action taken in controlling, preventing, suppressing or in any way relating to any Act of terrorism, provided that this exclusion shall not apply to the provision of the Professional Services and/or Healthcare Services for any bodily injury, illness or disease caused by an Act of terrorism.
- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV 111)c or LYMPHADENOPATHY ASSOCIATED VIRUS (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it may be named.
- Deliberate, willful or intentional non-compliance with any statutory provision.
- Claims arising due to disappearance, theft or interchange of infants.

For detailed understanding of the policy terms, coverages, extensions and exclusions, please refer the policy wordings.

Cancellation

The Insured can cancel the policy at any time during the policy period by Informing the company.

The Company cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policyholder.

The Company shall –

- i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
- ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

Grievances



Health Care & Medical Professional Liability

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section “Grievance Redressal” on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - <https://bimabharosa.irdai.gov.in/> or IRDAI Grievance Call Centre(IGCC) at their toll free no. 1800 4254 732 / 155255. You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company’s website at www.icicilombard.com

STATUTORY WARNING PROHIBITION OF REBATES

(Under Section 41 of Insurance Act, 1938)

(Amendment Act 2015)

(1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to [take out or renew or continue] an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing [or continuing] a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

[Provided that acceptance by an insurance agent of commission in connection with a policy of any class of insurance business taken out by himself in relation to risks associated with his own life, health or property shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.]

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

ICICI Lombard General Insurance Company Limited

Mailing Address: Interface Building No.16, 601/602, 6th Floor, New Link Road Malad (W), Mumbai - 400 064.

Registered Office Address: ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025.

Visit us at www.icicilombard.com • Mail us at customersupport@icicilombard.com

Toll Free No.: 1800 2666 • Chargeable No.: +91 86552 22666 • Insurance is the subject matter of solicitation.

IRDA Reg. No. 115. • CIN: L67200MH2000PLC129408