Professional Indemnity Policy for Medical Establishments

PROSPECTUS

SCOPE OF COVER

This insurance policy helps protect you from the financial consequences of legal claims arising from errors, omissions, or negligence in the professional services you provide. It covers bodily injury or death to patients caused by your actions or those of your qualified assistants, nurses, or technicians, as long as the claim is made during the policy period.

- Bodily Injury/Death Claims: Covers claims made against you for injuries or death caused to patients due to professional mistakes or negligence.
- Defence Costs: Pays for the legal costs, including fees and expenses, needed to defend yourself against a claim, as well as representation at inquiries or hearings related to the claim.
- Coverage Limit: The insurer's total liability for all claims, including compensation and legal fees, is limited to the amount stated in your policy.
- Series of Claims: If multiple claims arise from the same incident or error, they will be treated as one claim. However, claims must be made within 3 years from the first claim to be covered.

This policy provides essential protection for medical professionals, covering both compensation and legal defense cost

Major Exclusions:

1**. Criminal Acts & Violation of Law**

The policy does not cover claims arising from any criminal acts or actions that violate any laws, regulations, or ordinances. This exclusion applies whether or not criminal charges are brought against the insured.

2. Intoxicants or Narcotics

Claims related to services rendered while the insured is under the influence of alcohol, drugs, narcotics, or any intoxicants are excluded. This applies to situations where the insured's ability to provide proper care or services is impaired by such substances.

3. Cosmetic Surgery

The policy excludes coverage for cosmetic or elective surgeries (such as plastic surgery for aesthetic purposes, hair transplants, etc.). However, certain medical procedures related to trauma or reconstructive surgery (such as for burns or prior surgery) are not considered cosmetic and may be covered.

4**. HIV/AIDS & Related Conditions**

The policy excludes coverage for any claims arising from or related to conditions caused by HIV, AIDS, or other similar viral infections (e.g., Human T-Cell Lymphotropic Virus type III (HTLV-III) or Lymphadenopathy Associated Virus (LAV)).

5. Assumed Liabilities

The policy does not cover liabilities that the insured has agreed to take on through a contract or agreement, if those liabilities would not otherwise apply in the absence of that agreement.

6. Deliberate Non-Compliance with Statutory Provisions

If the insured willfully or deliberately fails to comply with applicable legal or statutory requirements, the policy will not cover any resulting claims. This includes ignoring laws or regulations designed to prevent harm or protect public safety.

The policy excludes coverage for any fines, penalties, or punitive/exemplary damages. This includes court-imposed fines or damages intended to punish the insured or deter others from

7. Fines, Penalties, or Punitive Damages

similar actions.

8. War-Related Loss

Any loss or liability caused by events such as war, civil war, rebellion, insurrection, invasion, or hostilities, whether declared or not, is excluded. This includes any damage to property, injury to persons, or legal liability arising from these acts of war or violence

9. Nuclear Risks

The policy excludes any claims arising from ionizing radiation, nuclear contamination, or radioactive materials. This includes any loss or liability caused by exposure to nuclear fuel, waste, or accidents involving nuclear facilities. Additionally, injuries from x-ray treatments or radioactive substances are excluded.

10. **Asbestos-Related Claims**

The policy does not cover any claims arising from the presence of asbestos or diseases associated with asbestos exposure, such as asbestosis or related cancers. This exclusion applies to any claims caused by the existence, use, manufacture, or sale of asbestos-containing products.

11. Terrorism

The policy excludes any loss or damage caused by acts of terrorism, including violence or threats intended to influence government policies or create fear among the public. This includes damages caused by fire, looting, or theft directly linked to terrorist activities.

12. Electromagnetic Radiation

The policy excludes any claims resulting from non-ionizing radiation or electromagnetic fields (EMFs), which includes electromagnetic interference or damage caused by technologies such as mobile phones, power lines, or broadcasting equipment.

13. Genetically Modified Organisms (GMOs)

Any loss or liability arising from the production, sale, distribution, or use of genetically modified organisms (GMOs) is excluded. This includes organisms whose genetic material

has been altered through biotechnology. If the definition of GMOs is expanded under local laws, that wider definition will also apply.

14. Transmissible Spongiform Encephalopathies (TSE)

The policy excludes coverage for claims arising from transmissible spongiform encephalopathies (TSEs), including diseases such as bovine spongiform encephalopathy (BSE) and Creutzfeldt-Jakob disease (CJD). These are prion diseases that can be transmitted through infected tissue, often related to contaminated food products (e.g., mad cow disease).

Benefits of buying this policy

1. Professional Liability Coverage: Protects against claims for errors, omissions, or negligence in professional services.
2. Third-Party Liability: Provides coverage for injuries or property damage caused to third parties during the insured's professional activities.
3. Legal Defense Costs: Covers the cost of defending claims, even if the insured is not found liable.
4. Financial Security: Helps protect against legal costs and financial damages related to claims of negligence, excluding punitive damages or willful misconduct.
5. Compliance Incentive: Encourages adherence to legal requirements and industry best practices, reducing risk of non-compliance.
6. Global Applicability: Potential for international coverage depending on regional laws.

Claims

The Insured must submit claims notifications in writing to:

ICICI Lombard General Insurance Company Limited
ICICI Lombard House, 414,
Veer Savarkar Marg, Prabhadevi Mumbai 400 025

Such notice shall be effective on the date of receipt by the Company at such address.

Cancellation

The Insured can cancel the policy at any time during the term, by informing the company.

The Company can 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.

Grievance Redressal

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.