

General Liability Insurance

Insurance Product Information Document

Company: Ethniki General Insurance – Cyprus

Product: Professional Indemnity Medical Malpractice / Practitioners

This document provides a summary of key information about the Professional Indemnity Medical Malpractice / Practitioners product including the description of the main coverages, exclusions, restrictions and other information related to the insurance contract. Full pre-contractual and contractual information is provided in the Terms and Conditions which are available through its insurance intermediaries.

What is this type of insurance?

This type of insurance provides cover up to the limit of indemnity stated in the Policy Schedule.



What is insured?

Main covers

Ethniki General Insurance (Cyprus) Ltd agrees to indemnify the Insured, but not exceeding the aggregate limit stated in the Policy Schedule

- ✓ Up to the limit of indemnity stated in the Schedule for any sum which the insured may become legally liable to pay arising from any claim being first made in writing against him during the policy period stated in the Schedule arising out of bodily injury or death of any patient caused by or alleged to have been caused by error, omission or negligence in professional services rendered or which should have been rendered (hereinafter referred to as malpractice) by the Insured during the policy period (and retroactive period, if any)
- ✓ The costs and expenses incurred with the Insurer's written prior consent in the defense and/or settlement of any claim. However, if a payment in excess of the limit of indemnity available under this insurance has to be made to dispose of a claim, the Insurer's liability in respect of such costs and expenses incurred shall be in the same proportion as the amount of the indemnity available under this insurance to the total amount paid to dispose of the claim.



What is not insured?

- ✗ Any services performed beyond the scope of professional services, treatments, advises typically rendered as a physician/doctor under domestic legislation, ethical codes and rules
- ✗ Medical services rendered unless for diagnostic or therapeutic reasons; in case of plastic/aesthetic surgery cover is only granted for reconstructive surgery as a necessary consequence of accident and/or congenital deformation
- ✗ Treatments/services rendered to provoke/avoid gravidity/procreation, including operations to produce sterility, in-vitro-fertilization and (consequential) financial losses arising out of above mentioned activities, i.e. but not limited to the obligation to pay maintenance
- ✗ Abortions, unless medical indicated and documented in writing
- ✗ Bodily injury (including emotional distress or mental trauma or phobia), loss or damage which is actually or allegedly caused by, contributed to by or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents or hepatitis
- ✗ The operation of blood banks except where these are purely providing blood or blood products for the herewith operations
- ✗ Genetic damages/manipulation
- ✗ The use of drugs for weight reduction
- ✗ The performance by dentists and dental surgeons of general anesthesia or any procedure carried out under general anesthesia unless performed in an accredited and licensed hospital and their patient being under super vision of a duly authorized anesthesiologist
- ✗ Services rendered while under the influence of intoxicants or narcotics
- ✗ Any intentional, dishonest, malicious, criminal or illegal act of the Insured or his employees
- ✗ Damages of whatsoever nature directly or indirectly caused by or contributed to or arising from ionizing radiation or contamination by radioactivity
- ✗ Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, terrorism, rebellion, revolution, insurrection or military or usurped power
- ✗ Claims by one Insured under this policy against another Insured under this policy
- ✗ Liability assumed by the insured by contract or any other agreement or any express warranty or guarantee given by the insured which increases the insured's legal liability. This exclusion shall not apply to liability which would have attached to the insured in the absence of such contract, agreement, warranty or guarantee
- ✗ USA/Canada exposure
- ✗ Clinical tests/ Probanden cover
- ✗ Claims made in courts outside Cyprus
- ✗ Liability resulting from the insured's employees



Are there any restrictions on cover?

! Limit of indemnity

- Any one claim

The liability of the Insurer for all compensation costs and expenses payable to any claimant or number of claimants in respect of any one occurrence shall not exceed the sum stated in the Schedule as the limit of indemnity for any one claim

For purposes of determining the limit of the Insurer's liability all claims

- Arising from one specific common cause but leading to bodily injury of more than one patient
- Made against more than one Insured person in connection with one and the same loss

Shall be considered to be one claim. The respective date of loss shall be deemed to be the date when the first claim is made in writing against the Insured.

- Aggregate Limit

The liability of the Insurer for all compensation costs and expenses payable in respect of all claims made during any one period shall not exceed the aggregate limit stated in the Schedule.



Where am I covered?

- ✓ The Professional Indemnity Accountants policy covers the indemnity of the Insured as stated in the Policy Schedule.



What are my obligations?

The Insured must:

- Insured's Duty:**

- The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured or any person claiming to be indemnified under this Policy and the truth of the answers and declarations made in the insurance proposal form as well as adherence to the terms of payment of the premium as specified in the Policy Schedule, shall be conditions precedent to maintaining this Policy in force and to any liability of the Company to make any payment under this Policy.
- The insured shall take all reasonable precautions to prevent or minimize injury, illness, loss or damage which may give rise to a claim.

- In the event of a claim:**

- The Insured shall give immediate notice in writing to Ethniki General Insurance (Cyprus) Ltd. Such notice having been given not later than 30 days after the expiry of the policy period, any claim to which that incident or circumstance has given rise, which may be made within 36 months after the expiration of the period specified in the Policy Schedule, shall be deemed for the purpose of this policy to have been made during the existence hereof. It is clarified and agreed that in case a letter of claim has been sent, in accordance with the Civil Procedure Rules of 2023 as amended or replaced, at a time when the claim form has not yet been submitted to the Company by the Insured, the claim form should be submitted by the Insured, immediately upon notification / receipt of the letter of claim, by any means of communication, electronic or otherwise
- The insurer is under an obligation to provide to the Company, immediately upon receipt, any documentation or information related to the event including any letters, of claim or otherwise, writs, warrants, summons, etc.
- The insured shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity, without the written consent of the Insurer.
- Maintain accurate descriptive records of all professional services which records shall be available for inspection and use by the Insurer.
- Give to the Insurer or their duly appointed representatives such information, assistance and signed statements as the Insurer may require.
- Assist in the defense of any claim without charge to the Insurer



When and how do I pay?

Premiums can be paid via the following ways:

- Credit/Debit card
- Internet Banking
- Cash
- Remittance in the bank account of Ethniki General Insurance (Cyprus) Ltd
- Automatic charge order (Direct Debit)



When does the cover start and end?

The cover is in force for the period indicated in the insurance contract.



How do I cancel the contract?

The insurance policy can be terminated at any time by giving written notice to the Insurer.