

INDIVIDUAL PRACTITIONERS  
MEDICAL MALPRACTICE  
LIABILITY INSURANCE  
KEY FACTS

**euna**



## INDIVIDUAL PRACTITIONERS MEDICAL MALPRACTICE LIABILITY INSURANCE

### Policy Summary

The information below is a summary of Euna Underwriting Individual Practitioner Medical Malpractice Liability Insurance Policy. This summary does not contain the full terms, conditions, limitations and exclusions of the Policy; these may be found in the Policy document.

#### **Type of Insurance and Cover**

Individual Practitioners Medical Liability Insurance.

#### **Period of Insurance**

The Policy is an annual contract

#### **Significant Features and Benefits**

This Policy provides cover for:

- Negligence;
- Breach of confidence;
- Misuse of information which is either confidential or subject to statutory restrictions;
- Invasion, infringement or interference with the right to privacy;
- Libel or slander, arising out of the provision of medical and clinical professional services; and
- Good Samaritan acts.

#### **The Policy also provides cover for:**

- Breach of professional duty in undertaking or providing any service on a formal review board or committee while performing the following functions:
  - Evaluating professional qualifications or clinical performance of any member of the healthcare profession(s); or
  - Promoting and maintaining the quality of medical and clinical professional services being provided;
- Legal costs, fees and expenses incurred in investigating and defending claims covered by the Policy; and
- Claims made after the Period of Insurance if the Insured dies or retires during the Period of Insurance

## SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS

The Policy is suitable for individual practitioners as well as corporate entities and/or partnerships.

The Insurers liability is limited to the amount stated in the Schedule to the Policy in total for the Period of Insurance including the legal costs, fees and expenses incurred in investigating and defending claims covered by the Policy.

Each and every claim is subject to the excess stated in the Schedule to the Policy, being the first amount of each claim that is payable by the Insured.

The Policy only provides cover for claims first made against the Insured during the Period of Insurance and notified to the Insurers during the Period of Insurance.

Clause 8 of the Policy contains a number of exclusions and should be read in full prior to the Policy being purchased. Amongst other matters, the Policy excludes claims arising out of, caused by, resulting from, in connection with or in any way involving:

- Substance abuse (Clause 8.2)
- Discrimination and sexual misconduct (Clause 8.3)
- Ownership, maintenance or operation of hospitals, nursing homes, surgeries and other similar institutions. (Clause 8.4)
- Trading losses, trading liabilities, debts or bankruptcy of the Insured (Clause 8.6)
- Fraudulent, dishonest or malicious acts, errors or omissions (Clause 8.9)
- Contractual liability (Clause 8.13)
- Circumstances occurring prior to the commencement of the Period of Insurance if the Insured knew, or ought to have known, the circumstances may give rise to a claim (Clause 8.15)
- Claims already notified to a Medical Defence Organisation or other insurer prior to the commencement of the Period of Insurance (Clause 8.16)
- Acts, errors or omissions committed prior to the retroactive date shown in the Schedule to the Policy (Clause 8.17)
- Work undertaken outside the geographical limits stated in the Schedule to the Policy (Clause 8.22)
- NHS activities (Clause 8.24)
- Fines, penalties and punitive damages (Clause 8.25)
- Clinical trials (Clause 8.28)
- Infringement of Data Protection legislation (Clause 8.33)
- Disciplinary proceedings, investigations or inquiries (Clause 8.37)

In addition, the Insured must:

- Notify the Insurers as soon as possible of any changes to the information provided in the proposal form or at the time of purchasing the Policy.
- Notify the Insurers as soon as possible of any retirement or cessation from providing medical and clinical professional services.
- Not admit liability or settle any claim without the prior written consent of the Insurers.

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