

Medical malpractice insurance (occupational health)

Policy summary

Policy wording ref: WD-OCC-UK-MM(3) 16175 06/20

Key benefits: what risks are you protected against?

Medical malpractice insurance covers you for compensation you have to pay to your patients for bodily or mental injury or death as a result of a negligent act, error or omission by you, including in the course of a Samaritan act. We will pay for claims which are made against you during the period of insurance, up to the limit shown in the schedule. We will also pay your legal defence costs incurred with our agreement for covered claims, including representation at a coroner's inquest arising out of the death of any of your patients.

We will pay claims against you for:

- malpractice, negligence or breach of a duty of care;
- dishonesty of your directors, partners, employees, sub-contractors and outsourcers;
- breach of confidence or misuse of any confidential information;
- any other civil liability: this means that if a civil claim is brought against you because of your business activities and we haven't specifically excluded it, it's covered.

We will also pay for your direct losses suffered as a result of:

- dishonesty of your employees, self-employed freelancers, sub-contractors and outsourcers, where the loss is discovered during the period of insurance;
- any business document of yours being lost, damaged or destroyed, other than electronic data.

Your policy may also reimburse you for fees that your patient refuses to pay if we believe this is likely to prevent a future claim against you for a greater amount.

Significant or unusual exclusions and limitations:

You must at all times:

- keep descriptive records of all professional services and procedures for at least five years from the date of treatment;
- ensure that all nurses performing a business activity maintain registration with the Nursing and Midwifery Council;
- ensure that all physiotherapists, chiropractors or osteopaths maintain registration with their relevant council, governing body or legally empowered body and maintain their own malpractice insurance.

We will not pay for claims or losses arising from:

- physical or mental abuse, invasion of privacy, mistreatment, maltreatment or any act of a sexual nature;
- any contractual terms which make you responsible for losses you would not be responsible for if the contractual terms did not exist;
- death or bodily or mental injury which was not caused by your malpractice;
- any breach of your obligations as an employer;
- any kind of discrimination, harassment or unfair treatment;
- the loss, damage or destruction of any tangible property, except for the loss of documents;
- your manufacture, installation or maintenance of any product, unless the product is supplied, sold or applied by you in the course of your business activity. This does not apply to any product you have manufactured;
- terrorism, war or nuclear risks;
- the specific communicable diseases listed in the policy wording, other than where the schedule shows a limit for coronavirus (COVID-19) cover;
- any communicable disease which leads to the imposition of a quarantine or restriction in movement of people or animals, or the issue of a travel warning or advisory by a national, international or other competent body, other than where the schedule shows a limit for coronavirus (COVID-19) cover.

Please read the policy for details of its terms in full.