Corporate Medical Malpractice

Insurance Product Information Document

Company: CFC Europe S.A. **Product: Corporate Medical Malpractice**

Date of last review: August 2023
Date of next review: within 12 months of the above date.

CFC Europe S.A. is authorised and regulated by the Financial Services and Markets Authority (FSMA). Registered number: 0711818068.

This document is a summary of cover available under the Corporate Medical Malpractice product. Complete pre-contractual and contractual information is provided in the full policy documentation. The coverages you have purchased are shown in your policy schedule.

What is this type of insurance?

Medical Malpractice, Professional Indemnity, General Liability, Employers' Liability, Cyber & Privacy, Legal Expenses, Court Attendance Costs and Reputation & Brand Protection

What is insured?

Your losses as a result of:

- A regulatory investigation
- An appeal against a Statutory Notice under the Health and Safety at Work Act 1974
- Any criminal proceedings initiated against you
- A tax enquiry arising out of your medical and clinical professional services

Claims made against you arising out of:

- Your clinical negligence
- Professional services
- Documents used in the provision of professional services that have been lost or damaged
- A contractual dispute under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982
- A dispute, nuisance or trespass at the building you occupy in connection with your medical and clinical professional services
- Injury to your employees

Additional covers

- Cover for cyber events (e.g. hacking attack or malware), security breaches, identity theft, breach of data, computer damage and any financial loss incurred as a direct result
- The cost of a public relations firm to protect your professional reputation
- Court attendance costs providing a daily monetary allowance to attend court
- Worldwide cover for Good Samaritan acts
- Public liability cover for injury to people at your work place
- Pollution liability cover for sudden and accidental pollution
- Legal defence costs:
  - To defend clinical negligence allegations
  - For criminal proceedings, including for Corporate Manslaughter
  - To appeal any loss of license to practice
  - For employment disputes, tax investigations, contractual disputes, health and safety at work and property disputes
  - For regulatory investigations stemming from security breaches

What is not insured?

- ✗ Claims arising in the course of your business activities prior to the Retroactive Date
- ✗ Circumstances or occurrences known, or ought reasonably to have been known, at inception
- ✗ Any claim or part thereof that results in you being in a better financial position as a direct result of the wrongful act
- ✗ Uninsurable fines
- ✗ Sexual misconduct
- ✗ War and terrorism
- ✗ Euthanasia or assisted suicide
- ✗ Your failure to register with the appropriate authoritative body
- ✗ You being under the influence of intoxicants or narcotics at the time you treated a patient
- ✗ You failing to comply with any special measures imposed by the CQC or equivalent
- ✗ Product liability
- ✗ Any demand for a refund by a patient or client
- ✗ Any communicable disease transmitted by you
- ✗ Any appeal by you or a third party

Are there any restrictions on cover?

- ! We will not cover the amount of the deductible
- ! Where more than one claim arises from the same original cause or single source or event, all of those claims will be deemed to be one claim
- ! We will not pay more than the limits of liability specified on your policy schedule.
- ! We will not pay for any loss insured elsewhere, other than for amounts in excess of such other insurance.
- ! You must maintain all records in according with any statutory, regulatory or clinical guidelines relating to the provision of your medical and clinical professional services

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Where am I covered?

Please check your policy schedule for:

- ✓ Territories in which legal action can be brought against you
- ✓ Jurisdictions in which your business activities are covered

What are my obligations?

- You must provide all information which may be relevant to the cover in a clear and accessible manner and as accurately and completely as possible.
- You must notify us of any circumstance or claim in accordance with the conditions detailed in the policy document.
- You must not admit liability for or settle or make or promise any payment or incur any costs and expenses without our prior written agreement.
- You must maintain all your rights of recovery against any third party and make these available to us where possible.

When and how do I pay?

You must pay the premium no later than 60 days beyond the inception date stated on your policy schedule.

Speak with your insurance broker or advise on how to pay.

When does the cover start and end?

Your cover starts on the inception date stated on your policy schedule and ends on the expiry date stated on the policy schedule.

How do I cancel the contract?

You may cancel this Policy by giving us 30 days' written notice.