

Surgeons Medical Malpractice Insurance

Insurance Product Information Document



Company: CFC Underwriting Limited

Product: Surgeons 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 Surgeons 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, Public Liability, Legal Expenses, Cyber & Privacy, Court Attendance Costs and Reputation & Brand Protection



What is insured?

Your losses as a result of:

- A regulatory investigation
- Your attendance at a pre-dismissal interview
- 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
- Any advice or medico legal report you have provided under a contractual agreement
- Any expert witness services you have provided
- Your activities on a MAC or as a MAC Chair
- You evaluating the professional qualifications of healthcare professionals
- 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

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
- A 24 hour medico legal helpline operated by specialists providing clinical support and assistance with complaints and claims notification
- Defamation cover for liability arising out of any medico legal report written by you
- 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
- Run off cover providing continuous cover for a period of 25 years in the event of your permanent retirement, permanent disablement or death
- Public liability cover for injury to people at your work place
- Legal defence costs:
 - To defend clinical negligence allegations
 - For GMC complaints or disciplinary hearings from private activities
 - For GMC complaints or disciplinary hearings from NHS activities
 - For inquests
 - For criminal proceedings, including sexual misconduct and PACE interviews



What is not insured?

- ✗ Any cyber events or security breaches first occurring before the retroactive date stated in the policy or any act, error or omission committed or alleged to have been committed on or before the retroactive date stated in the policy, or any related or continuing acts, errors or omissions where the act, error or omission was first committed or alleged to have been first committed on or before the retroactive date stated in the policy (**it's important to check the retroactive date stated in the policy is correct**)
- ✗ Circumstances or occurrences known, or ought reasonably to have been known, at inception
- ✗ Liquidated damages, service credits and penalty clauses
- ✗ 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
- ✗ Wilful or dishonest acts of senior executive officers
- ✗ War and terrorism
- ✗ Any injury to your employees
- ✗ Euthanasia or assisted suicide
- ✗ Your failure to register with a statutory regulator
- ✗ You being under the influence of intoxicants or narcotics at the time you treated a patient
- ✗ Your ownership of a medical institution
- ✗ The part of a claim where another practitioner has provided clinical services
- ✗ You selling, supplying or distributing products
- ✗ Any injury suffered by members of the public that is not a result of your services
- ✗ Any demand for a refund by a patient or client
- ✗ Any 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 accordance 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.