

# Professional Indemnity/Malpractice/Public Liability Insurance



## Insurance Product Information Document

Company: OBF Insurance Group Ltd., on behalf of Lloyd's Insurance Company S.A

Product: Professional Indemnity/Malpractice/Public Liability Insurance

Registered in Ireland. OBF Insurance Group Ltd. is regulated by the Central Bank of Ireland. Authorisation number C5168.

This insurance is managed and provided by OBF Insurance Group Ltd. and underwritten by Lloyd's Insurance Company S.A

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

### What is this type of insurance?

This is a Professional Indemnity/Malpractice and Public Liability Insurance contract which can provide the customer with cover for their professional negligence and bodily injury to their clients.

This document should be read in conjunction with your Schedule of Insurance and Policy Wording



#### What is insured?

- ✓ This Insurance covers the Insured automatically for damages or claims expenses the Insured may be liable for because of physical injury, death, mental injury and illness, mental anguish, disease, disability, sickness and shock of any patient caused by the Insured's negligent act, error or omission during the conduct of the Insured's business
- ✓ Professional Indemnity/Malpractice cover in relation to any financial loss caused to third parties by the Insured's negligent act, error or omission during the provision of professional services.
- ✓ Public/General and Product Liability cover in relation to any bodily injury and/or property damage caused by an accident in connection with the Insured's business.
- ✓ Loss of documents (destruction, damage or loss) owned by or entrusted to the Insured.
- ✓ Breach of professional confidentiality during the Insured's business.
- ✓ Libel and slander committed by the Insured without malice in the conduct of the Insured's business.
- ✓ Inquest costs in respect of unexpected deaths which may give rise to a claim
- ✓ Sexual Abuse Defence Costs reimbursement in the event of being found not guilty in a Court of Law relating to allegations of sexual harassment.

#### Optional Extras:

- ✓ NONE



#### What is not insured?

- ✗ The Excess amount stated in the Schedule.
- ✗ Circumstances and claims known by the Insured before the inception date of this insurance, unless declared and agreed by the Underwriters.
- ✗ Claims caused by any malpractice incident, accident, negligent act, error, omission, breach or loss occurring before the Retroactive Date stated in the Schedule.
- ✗ Dishonest and malicious acts.
- ✗ The operation of blood or human tissue banks unless that is the Insured's usual business.
- ✗ Medical research services, medical trials or drug testing.
- ✗ Claims if the Insured is under the influence of drugs and/or alcohol.
- ✗ Sexual abuse or molestation by the Insured.
- ✗ Loss of medical records.
- ✗ Claims between Insureds.
- ✗ Liability that the Insured assumes under a contract or agreement.
- ✗ Employment related practices liability.
- ✗ Defence costs in relation to the defence of any regulatory or disciplinary proceedings unless specifically covered under the Policy.



#### Are there any restrictions on cover?

- ! You are only covered for the disciplines noted in item no 10 of your Schedule of Insurance
- ! You are not permitted to practice in the United States of America or Canada
- ! Your policy is on a claims made basis which means you must have a policy of insurance in force on the date that a claim is made/notified



### Where am I covered?

- The Island of Ireland, United Kingdom, The Channel Islands and The Isle of Man
- 90 days Worldwide extension in any one policy period excluding USA/Canada



### What are my obligations?

- You must notify us in writing as soon as reasonably practicable of any claim made against you during the policy period or any circumstance that can give rise to a claim. Please notify a claim to , OBF Insurance Group Bridge House, Baggot Street Bridge Dublin 4 Ireland, Telephone: +353 1 6601033, Email: info@obf.ie
- You must retain patient/client records for a period of at least ten (10) years from the date of treatment and, in the case of a minor, for a period of at least ten (10) years after that minor attains majority.
- In respect of the therapies you are covered for, you must hold appropriate qualifications to carry out those treatments/therapies
- Where you apply for insurance as a student you must understand that you cannot offer treatment outside of your capabilities and you must at all times be governed by the phase reached in your training programme and your tutor's/supervisor's assessment.
- You must notify us of any new disciplines you would like to be covered for
- You must notify us of any changes you require to the policy



### When and how do I pay?

- You can pay for your insurance in full when taking out the policy over the phone or on line (renewals only).
- You can pay the premium by credit card, debit card, cheque or bank transfer



### When does the cover start and end?

- The contract starts from the date selected by you, however not more than 30 days in advance of the original signed application date
- The start and end date of your policy will be outlined in the policy schedule.
- The term of the policy is 12 months unless otherwise agreed with us.



### How do I cancel the policy?

You can cancel the policy at any time by telling us in writing or over the telephone. If you want to cancel your policy within the first 14 days, we will refund your premium in full, however please note if a claim has occurred during that policy period we will not refund any premium.

If you cancel your policy in the first year of insurance but after the first 14 days, we will calculate your refund on a pro-rata basis less our administration fee of €20 and €1 stamp duty, however please note if a claim has occurred during that policy period we will not refund any premium.

If your policy is cancelled after the first year, we will refund your premium for any period of insurance not used, less an administration fee of €20 however please note if a claim has occurred during that policy period we will not refund any premium.