



Medical Malpractice/Public Liability/Additional Coverages Policy for Registered Medical Practitioners. (Occurrence)

This is a “Losses Occurring” **Policy** which provides cover for **Claims** arising as a direct consequence of any act, error or omission committed by the **Insured** during the **Policy Period**.

Certain words and phrases have been specially defined for use in this **Policy**. These appear in bold type. Words importing the singular number shall include the plural and vice versa. The **Policy** and the **Proposal** shall be construed as one document. In the event of any conflict between this **Policy** and the **Proposal**, the **Policy** shall prevail.

This **Policy** has been underwritten by The Medical Professional Liability Company Limited (The MPLC) on behalf of certain Underwriters at Lloyd’s (the **Insurers**). The MPLC is an underwriting intermediary licensed in Gibraltar by the Financial Services Commission, under licence number FSC00659B. The MPLC has notified the FSC of its intention to provide cross border services in accordance with the requirements of the EU Insurance Mediation Directive.

The MPLC aims to provide a first class professional service to its customers. Should you have any questions, concerns or complaints about your **Policy** or the handling of a **Claim** you should, in the first instance, contact your broker.

Alternatively, you may wish to contact The MPLC by writing to:

Managing Director
The Medical Professional Liability Company Limited,
Regal House, Queensway,
P.O. Box 1446,
Gibraltar.
Tel: +44 (0)20 3100 5151 / Fax: +350 20042239
Email: complaints@the-mplc.com

In the event that you are unable to resolve the situation you may, in certain circumstances, contact the Policyholder & Market Assistance Department at Lloyd’s.

Address: Policyholder & Market Assistance, Lloyd’s Market Services. One Lime Street., London EC3M 7HA
Tel No: +44 (0)20 7327 5693;
Fax No: +44 (0)20 7327 5225;
E-mail: complaints@lloyds.com

Finally, in the event that the Policyholder & Market Assistance Department is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service (FOS) or other local dispute resolution body. Further details will be provided at the appropriate stage of the complaints process.

PLEASE READ THIS POLICY CAREFULLY

LLOYD'S

1 Lime Street, London, EC3M 7HA
Telephone +44 (0)20 7327 1000

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*The MPLC is the trading name of The Medical Professional Liability Company Ltd, an underwriting intermediary licensed in Gibraltar by the Financial Services Commission, under licence number FSC00659B. All indications, quotes, acceptances of Proposals and issuances of policies are from The MPLC in Gibraltar.
The MPLC’s insurances underwritten by certain underwriters at Lloyd’s.*

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Specimen

The Schedule

ITEM 1	Policy Number:	<input type="text"/>	Broker's Reference:	<input type="text"/>
ITEM 2	Named Insured:	<input type="text"/>		
ITEM 3	Address of Insured:	<input type="text"/>	Telephone:	<input type="text"/>
			Fax:	<input type="text"/>
			Email:	<input type="text"/>
ITEM 4	Policy Period			
	From:	<input type="text"/>	To:	<input type="text"/>
	At:	<input type="text" value="Both Days Inclusive"/>	At:	<input type="text" value="Both Days Inclusive"/>
	Local standard time at the Insured's address stated in Item 3 above			
ITEM 5	Limit of Liability:	<input type="text"/>	Any one Claim	
		<input type="text"/>	In the aggregate during the Policy Period	
	Additional Coverages			
	1.1.3 Defence Costs only Sub Limit:	<input type="text"/>	Any one Claim and in the annual aggregate.	
	But:			
	1.1.3.1 Defence Costs only Sub Limit:	<input type="text"/>	Any one Claim and in the annual aggregate.	
	1.1.3.2 Defence Costs only Sub Limit:	<input type="text"/>	Any one Claim and in the annual aggregate.	
	Excess:	<input type="text"/>	Each and every Claim including Defence Costs	
ITEM 6	Premium:	<input type="text"/>		
	Premium Due Date:	<input type="text"/>		
ITEM 7	Territorial Limits:	<input type="text"/>		
ITEM 8	Retroactive Date:	<input type="text"/>		
ITEM 9	Proposal Form:	<input type="text"/>	Declaration Date:	<input type="text"/>

ITEM 10 Notice to be given to:

The Medical Professional Liability Company
Regal House, Queensway, PO Box 1446
Gibraltar

Telephone: +44 (0)20 3100 5151

Fax: +350 20042239

Email: claims@the-mplc.com

ITEM 11 Covered Jurisdictions:

Specimen

1 Insuring Clause

This **Policy** indemnifies the **Insured** in respect of the **Insured's** legal liability to pay **Damages** in accordance with the laws of the country/ies specified as **Covered Jurisdiction** in the Schedule resulting from any **Claims** arising from any act, error or omission committed by the **Insured** during the **Policy Period**. The cover provided is subject to the aggregate Limit of Liability and to the terms, definitions, conditions, exclusions and appendices contained herein and is granted in consideration of the payment of the premium stated in the Schedule and in reliance upon the statements made by the **Insured** in the **Proposal**.

1.1 Coverage

The **Policy** only covers **Claims** in excess of the sum specified in the Schedule as the **Excess** arising in respect of:

- 1.1.1 Medical Malpractice - the **Insured's** liability for death, bodily injury, mental injury, illness or disease of or to any patient of the **Insured** caused by any act, error or omission committed by the **Insured** during the **Policy Period** which is or is alleged to be negligent and which arises from the provision of **Professional Services** within the **Territorial Limits**; provided that the **Claim** is commenced and brought in a court of competent jurisdiction within a **Covered Jurisdiction**.
- 1.1.2 the performance during the **Policy Period** of **Good Samaritan Acts** anywhere in the world, provided that the **Claim** is commenced and brought in a court of competent jurisdiction within a **Covered Jurisdiction**.
- 1.1.3 Additional Coverages – subject to the Additional Coverages Sub-Limits stated in the Schedule, **Defence Costs** arising out of:
 - 1.1.3.1 a prosecution brought against the **Named Insured** in a court of criminal jurisdiction within a **Covered Jurisdiction** arising out of the **Named Insured's** work as a **Registered Medical Practitioner** performed within the **Territorial Limits** during the **Policy Period** until such time the **Named Insured** admits to or is judicially determined to have committed a criminal act;
 - 1.1.3.2 libel and slander committed verbally or in writing, or in breach of professional confidentiality in or about the conduct of the **Named Insured's** business within the **Territorial Limits** during the **Policy Period** provided that such action is commenced and brought in a court of competent jurisdiction within a **Covered Jurisdiction**; until such time the **Named Insured** admits to or is judicially determined to have committed libel slander, or breach of professional confidentiality;
 - 1.1.3.3 an investigation or disciplinary hearing brought within a **Covered Jurisdiction** against the **Named Insured** by the **Named Insured's** professional body, regulatory body or employer arising out of the **Named Insured's** work as a **Registered Medical Practitioner** performed within the **Territorial Limits** during the **Policy Period**;
 - 1.1.3.4 representing the **Insured** at a Coroner's Inquest or Fatal Accident Inquiry within a **Covered Jurisdiction** resulting from the **Insured's** work as a **Registered Medical Practitioner** performed within the **Territorial Limits** during the **Policy Period** and where the **Insured's** attendance as an "interested party" or witness has been advised or required;

1.1.4 Public Liability – the **Insured**'s liability for death, bodily injury, mental injury, illness or disease of any person, or loss of or damage to tangible property of any person (in each case other than that caused by the provision of **Professional Services**), caused by an act, error or omission committed by an **Insured** which meets each of the following criteria: 1. arises as a direct consequence of the negligence of an **Insured**; 2. occurs at the premises principally used by the **Named Insured** in his or her capacity as a **Registered Medical Practitioner**; 3. is commenced and brought in a court of competent jurisdiction within a **Covered Jurisdiction**

1.2 Defence Costs

The **Policy** will also indemnify the **Insured** for **Defence Costs** incurred in connection with any such **Claim** where such **Defence Costs** are incurred with Insurer's prior written consent. For the avoidance of any doubt, **Defence Costs** are included in and shall erode the aggregate Limit of Liability.

1.3 Joint and Several Liability: Limitation of Liability Clause

In the event that a **Claim** is made against the **Insured** and an alleged concurrent wrongdoer, or in the event of a finding by a court or tribunal of joint and several liability between the **Insured** and a concurrent wrongdoer, then the **Insurers**' liability to the **Insured** is limited to an amount representing the proportionate liability of the **Insured** as between the **Insured** and the concurrent wrongdoer for any damage or loss. For the purposes of this clause a concurrent wrongdoer includes a joint tortfeasor and is a person who is one of two or more persons (including a Medical or Dental Practitioner) whose individual acts or omissions have caused or contributed to or been alleged to cause or contribute to the damage or loss and who is the subject of the **Claim** at least a part of which is made against the **Insured**.

2 Definitions

Certain words or phrases in the **Policy** have been specially defined or qualified. These have that same meaning or qualification wherever used.

The **Policy** includes this **Policy**, the Schedule and any endorsements or extensions.

2.1 Allied Health Professional

a person who has received formal training or education in a health-related field and who holds a valid licence to practice or practising certificate, such licence or practising certificate having been issued by the relevant lawfully established and recognised licensing authority within the **Territorial Limit**.

However, an **Allied Health Professional** does not include any doctor, physician, surgeon, dental surgeon or dentist, including residents: or, nurse anaesthetist, midwife, midwifery assistant, advanced practice nurse, physician's assistant, podiatrist, chiropractor, perfusionist or psychologist.

2.2 Claim

2.2.1 any suit or proceedings served upon or issued against the **Insured**.

2.2.2 oral or written demand for money or services communicated to the **Insured** as compensation for **Damages**.

2.2.3 Oral or written communication from or on behalf of a patient and/or a request to the **Insured** by or on behalf of a patient for medical records or copies of medical records to investigate or contemplate a **Claim** against the **Insured** arising out of the provision of **Professional Services**.

All suits, proceedings or demands arising from the same or related acts, errors or omissions, or the continuous or repeated exposure to substantially the same harmful condition, shall be deemed to be one **Claim**;

2.3 Covered Jurisdiction

Covered Jurisdictions as stated in Item 11 of the Schedule

2.4 Damages

sums payable in respect of any judgment, award or settlement including third party Claimants' fees, costs and expenses for which the **Insured** is held liable;

2.5 Defence Costs

reasonable and necessary fees and expenses incurred by or on behalf of the **Insured** with the prior written consent of **Insurers** and resulting from:

2.5.1 investigation, defence or settlement of any **Claim**;

2.5.2 attendance or representation at or in connection with any examination, enquiry or proceedings commissioned by any official, administrative or regulatory body exercising due authority over the **Named Insured** in relation to any circumstance; and

2.5.3 any appeal from any of the proceedings mentioned in 2.4.1 and 2.4.2 above.

2.6 Excess

the amount of **Damages** and/or **Defence Costs**, as specified as such in the Schedule, which the **Insured** must incur for which the **Insurers** are not liable and in excess of which the Insurer's obligation to indemnify under this **Policy** applies.

2.7 Good Samaritan Acts

treatment administered during the **Policy Period** at the scene of a medical emergency, accident or disaster by the **Named Insured** when present at the scene by chance.

2.8 Insured

2.8.1 the **Named Insured**.

2.8.2 the personal representatives of the estate of any person who would otherwise be indemnified under this **Policy**;

2.8.3 an **Allied Health Professional** or any administrative or clerical staff while employed by, or under contract with, and acting within the control or supervision of the **Named Insured** for services performed in connection with and incidental to the **Named Insured's** rendering of **Professional Services**.

No person defined above is an **Insured** with respect to acts or omissions committed or alleged to have been committed during a period of suspension of that person's licence to practise.

2.9 Named Insured

the person named in the Schedule.

2.10 Professional Services

in a professional bona fide clinical or medical capacity:

2.10.1 the examination, diagnosis, treatment (including prescribing of drugs and therapy) or care of an individual patient; and/or

2.10.2 written or oral advice on or concerning the examination, condition, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient; and/or

2.10.3 Medico-Legal expert work conducted by the **Named Insured**, including written or oral advice in connection with a legal or administrative action concerning clinical or medical issues, with or without reference to an individual patient;

by the **Insured** as set out in the **Proposal** and which were relied upon in issuing this **Policy**.

2.11 Policy Period

the period set out in the Schedule.

2.12 Proposal

the written **Proposal** or declaration bearing the date stated in the Schedule and/or any presentation, statements, declarations, warranties or information upon which the **Insurers** have relied made by or on behalf of the **Insured** to the **Insurers** as a basis for the insurance evidenced by this **Policy**.

2.13 Product

any solid, liquid, or gaseous substance or device or instrument or component part thereof, designed, manufactured, constructed, altered, packaged, repaired, serviced, treated, administered, sold, supplied or distributed by or on behalf of the **Insured** but not any food or drink provided primarily for the benefit of staff, visitors or patients for consumption on the **Insured's** premises.

2.14 Registered Medical Practitioner

a doctor who is licensed to practise and maintains registration with the Singapore Medical Council.

2.15 Territorial Limits

the **Territorial Limits** as stated in Item 7 of the Schedule.

2.16 Terrorism

an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

3 Limit of Liability

the **Insurers'** total liability for the **Policy Period** in respect of all **Damages** and **Defence Costs** combined shall not exceed the aggregate Limit of Liability specified in Item 5 of the Schedule and the **Insurers** shall not be liable to pay any sums after the aggregate Limit of Liability has been exhausted by payment of or agreement to pay **Damages** and/or **Defence Costs**.

4 Exclusions

The **Policy** does not cover any **Claim** or **Defence Costs**:

4.1 Wrongful Acts

directly or indirectly caused by or arising out of:

4.1.1 any deliberate or wilful misconduct of the **Insured**;

4.1.2 any dishonest, fraudulent or criminal act of the **Insured**;

4.1.3 the performance of any activities of the **Insured** whilst a person performing them is under the influence of intoxicants or narcotics.

However, if any of the acts listed results in a prosecution against the **Named Insured** in a court of criminal jurisdiction, a legal action against the **Named Insured** alleging libel slander, or breach of professional confidentiality, or an investigation or disciplinary hearing brought against the **Named Insured** by the **Named Insured**'s professional body, regulatory body or employer, 1.1.3 Additional Coverages apply.

4.2 Employers' Liability

directly or indirectly caused by or arising out of death, bodily injury, mental injury, illness or disease of or to any person under a contract of service or apprenticeship with the **Insured** or under the **Insured**'s supervision as an employee or for any breach of any obligation owed by the **Insured** as an employer to any such person, including any **Claim** or any event or circumstances in respect of which compensation is available or required under any Workmen's Compensation scheme and/or similar legislation.

However, this exclusion shall not apply to any **Claim** or any event or circumstances arising out of any death, bodily injury, mental injury, illness or disease of any such person who is or becomes a patient of the **Insured** entirely independently of their employment.

4.3 Products Liability

directly or indirectly caused by or arising out of any **Product**.

4.4 Directors and Officers Liability

brought against any **Insured**, in connection with their capacity as a director, officer or trustee in respect of the performance or non-performance of their duties as a director, officer or trustee.

4.5 Motor, Aviation, Property and Marine Liability

directly or indirectly caused by or arising out of the ownership, possession or use by or on behalf of the **Insured** of any motor vehicle or trailer or any aircraft, watercraft or hovercraft, mobile or immobile buildings, structures, premises, land or property.

This exclusion shall not apply to death, bodily injury, mental injury, illness or disease of or to patients being transported by the **Insured** or accompanied by the **Insured** in the course of transportation in connection with the **Insured**'s rendering of **Professional Services**.

4.6 Sexual Misconduct

directly or indirectly caused by or arising out of admitted or judicially determined sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation happening under the guise of treatment or in the course of treatment.

4.7 War

directly caused by or arising out of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.

4.8 Terrorism

directly caused by or arising out of **Terrorism**.

It is understood and agreed by the **Insured** and Insurer that in any **Claim** and in any action, suit or other proceedings to enforce a **Claim** under this Insurance for loss or damage or legal liability, the burden of proof that such **Claim** does not fall within this exclusion shall be upon the **Insured**.

4.9 Pollution

directly or indirectly caused by or arising out of:

4.9.1 seepage, pollution or contamination;

4.9.2 the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances.

4.10 Nuclear Risk

directly or indirectly caused by or contributed to or arising from:

4.10.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from combustion of nuclear fuel; or

4.10.2 the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nucleus component thereof.

However this Exclusion does not apply to a **Claim** by a patient arising out the provision of **Professional Services** during the use of Ministry of Health (MOH) Singapore approved medical and/or diagnostic equipment incorporating radioactive isotopes and/or radium compounds and/or involving the emission of ionizing radiation

4.11 Other Indemnity

which is the subject of indemnity or insurance provided by any Medical Defence Organisation or insurer.

4.12 Cross Liabilities

made by one **Insured** against any other **Insured**. However, this exclusion does not apply if the **Claim** arises out of the provision of **Professional Services** by an **Insured** to another **Insured**.

4.13 Clinical Trials Liability

directly or indirectly caused by or arising out of any clinical trials. For the avoidance of doubt, this exclusion shall only apply where the **Insured** is the sponsor of, or is otherwise legally responsible for, such clinical trial.

4.14 Tax Investigation Exclusion

directly or indirectly caused by or arising out of:

- 4.14.1 an investigation or audit by the Inland Revenue of Authority of Singapore;
- 4.14.2 a tax avoidance scheme;
- 4.14.3 the submission of returns or accounts where the Inland Revenue Authority of Singapore levy a penalty or **Claim**;
- 4.14.4 failure to register for GST.

4.15 Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

4.16 Anti-Stacking

If more than one **Policy** issued by the Insurer or by a past, present or future parent, subsidiary or affiliate applies to the liability of an **Insured**, the Insurer's duty to pay **Damages** will be confined to the **Policy** containing the largest applicable limit.

4.17 Fines and Penalties

directly or indirectly caused by or arising out of or in any way connected with fines, penalties, punitive or exemplary damages, aggravated damages or multiplication of compensation awards.

4.18 Toxic Mould

directly caused by or arising out of:

4.18.1 the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any fungi or bacteria on or within building or structure, including its contents;

4.18.2 The abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposing of, or in any way responding to or assessing the effects of fungi or bacteria by any **Insured** or by any other person or entity.

Fungi means any type or form of fungus, including mould or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

4.19 Excessive Care Levels

directly or indirectly caused by or arising out of or in any way connected with actual or alleged breach of contract by which the **Insured** has agreed to exercise a duty of care and skill beyond such reasonable care and skill as is usual to exercise in the **Insured's** business as stated in the **Proposal**.

5 Conditions

5.1 Jurisdiction, Applicable Law and Dispute Resolution

5.1.1 This **Policy** is governed by and shall be construed in accordance with the laws of Singapore.

5.1.2 In the event of any dispute between the **Insurers** and the **Insured** concerning this **Policy**, its validity, existence or termination or relating to the interpretation of the terms, definitions, conditions, limitations, appendices and/or exclusions contained herein, the parties agree to submit to the exclusive jurisdiction of the Singaporean courts and shall comply with all requirements necessary to give such court jurisdiction.

5.2 Records

The **Insured** shall at all times:

5.2.1 maintain accurate descriptive records of all **Professional Services** and **Products** and equipment used in procedures. Such records shall be made available for inspection and use by **Insurers** or their appointed representatives in the investigation or defence of any **Claim** hereunder;

5.2.2 retain the records referred to in 5.2.1 in accordance with the recommendations and/or guidelines of the Ministry of Health (MOH) Singapore.

5.2.3 provide **Insurers** or their appointed representatives with such oral or written information, assistance, signed statements, evidence or depositions as **Insurers** may require.

5.3 Disclosure

5.3.1 **Insurers** have relied upon the material circumstances which the **Insured** disclosed or should have disclosed in the **Proposal** in determining whether to underwrite this **Policy** and the premium payable. The **Insured** shall promptly inform the Insurer of any material changes in their practice.

5.3.2 It is a condition precedent to the **Insured's** right to be indemnified under this **Policy** that the **Insured** must disclose to the **Insurers**, before this **Policy** is entered into, every matter which is known or ought reasonably to be known by the **Insured** which a reasonable person in the circumstances could be expected to identify as relevant and/or material to the risk being covered. This duty of disclosure also applies to any renewal, extension, variation or reinstatement of the **Policy**. A breach of this condition precedent will entitle the **Insurers** to decline all indemnity to the **Insured** in respect of any **Claim**.

5.3.3 In the event of unintentional non-disclosure, the **Insurers** may at their absolute discretion determine that the **Policy** is null and void ab initio, refuse to cover any exposure which was not disclosed, or charge a reasonable additional premium.

5.3.4 In the event of intentional or fraudulent failure to comply with the duty of disclosure, or intentional or fraudulent misrepresentation to the **Insurers**, the **Policy** will be null and void ab initio.

5.3.5 It is a condition precedent to the right of the **Insured** to be indemnified under this **Policy** that, during the **Policy Period**, the **Insured** give notice in writing as soon as practicable to the party named in the Schedule of any alteration which materially affects the risk. A breach of this condition precedent will entitle the **Insurers** to decline all indemnity to the **Insured** in respect of any **Claim**. The **Insurers** are entitled to refuse to cover the additional exposure or cancel the **Policy** in accordance with the cancellation provisions of this **Policy**.

5.4 Notice

It is a condition precedent to the right of the **Insured** to be indemnified under this **Policy** that notice of any **Claim** shall be given to the Insurer as soon as practicable upon the **Insured** becoming aware thereof.

A breach of this condition precedent will entitle the **Insurers** to decline all indemnity to the **Insured** in respect of any **Claim**. Notice of such **Claim** shall be given by a telephone call to the Medico Legal Helpline and then in writing delivered by fax, email or by post to the address specified in Schedule.

5.5 Control and Settlement of **Claims**

5.5.1 **Insurers** shall be entitled but not obligated to take full control of the defence of any **Claim** in the **Named Insured's** name and shall have full control of the conduct of any negotiations or proceedings in the settlement of any **Claim**.

5.5.2 **Insurers** will not settle any **Claim** without the written consent of the **Named Insured**; if, however the **Named Insured** refuses to consent to any settlement recommended by **Insurers** or their legal representatives then **Insurers'** liability will not exceed the total amount for which the **Claim** could have been settled plus the **Defence Costs** incurred with their consent up to the date of the refusal or the applicable Limit of Liability whichever is less.

5.5.3 As a condition precedent to the right of the **Insured** to be indemnified under this **Policy**, the **Insured** shall assist the **Insurers** and co-operate fully with them in the investigation and/or defence of any **Claim**. A breach of this condition precedent will entitle the **Insurers** to decline all indemnity to the **Insured** in respect of any **Claim**. Such assistance and cooperation shall include but is not limited to attendance at any pre-trial hearings, or trial, as requested by the **Insurers**; assistance in securing and giving evidence; obtaining the attendance of witnesses; doing nothing to prejudice the **Insurers'** ability to investigate, defend, and/or settle any matter to which this cover applies; and the prosecution of any subrogation or recovery action without charge to **Insurers**.

5.6 Consent of **Insurers**

As a condition precedent to the right of the **Insured** to be indemnified under this **Policy**, the **Insured** shall not admit liability, or use any form of wording which is tantamount to an admission of liability or enter any arrangement or make any offer, payment or promise or incur any **Defence Costs** without the prior written consent of **Insurers**. A breach of this condition precedent will entitle the **Insurers** to decline all indemnity to the **Insured** in respect of any **Claim**.

5.7 Subrogation

Insurers shall be entitled at any stage to bring an action for their own benefit seeking indemnity, **Damages** or otherwise against any third party in the name of the **Insured** to the extent of any sums paid or payable by them or in pursuance of their interests in any **Claim**. **Insurers'** expenses in the recovery shall be applied prior to the application of the recovery to the **Claim**. The **Insured** shall provide all reasonable assistance to the Insurer in respect of such actions.

5.8 Fraudulent **Claims**

If the **Insured** shall make any request for payment from **Insurers** knowing the same to be false or fraudulent as regards amount or otherwise, or seeks to obtain any benefit or advantage under this **Policy** by use of any fraudulent device, this **Policy** shall become void ab initio. All premiums paid shall be forfeited and all payments to the **Insured** under the **Policy** shall be returned.

5.9 Cancellation

Insurers may cancel the **Policy** or any part of it at any time by giving thirty (30) calendar days' written notice to the **Insured** at the address stated in the Schedule. Premium will be refunded to the **Insured** on a proportionate basis corresponding to the unexpired **Policy Period**.

5.10 Contract Integrity

The **Policy**, declarations, extensions and endorsements shall be read as one document and the information given to the **Insurers** when the **Policy** was concluded has been relied upon by the Insurer when issuing this **Policy**. No alteration to the **Policy** shall be binding unless it is evidenced by endorsement duly signed by or on behalf of the **Insurers**. However an arbitration clause, if included in the **Policy**, is a separate agreement to the **Policy**.

5.11 Several Liability Notice/Clause

The subscribing **Insurers'** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Insurers** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

5.12 Premium Payment Warranty

It is warranted that all Premium due to The MPLC Ltd under this **Policy** are paid within 60 days from inception. Non receipt by The MPLC Ltd of such premiums by Midnight on the Premium due date shall render this Insurance **Policy** void with effect from inception.

Any amendments to this Warranty to be agreed by The MPLC Ltd only.

REF: MPLC-MedPro001B – 9th August 2016

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