

# **Insurance Product Information Document**

## **MDDUS INSURANCE LIMITED GROUP MEDICAL MALPRACTICE INSURANCE – POLICY SUMMARY**

## Definition and Interpretation

Any reference to "you/ your" in this summary means the policyholder and the insured. Any reference to "we/our" in this summary means the insurer, MDDUS Insurance Limited.

## What is this Group Policy Summary?

This is a summary of the cover of your medical malpractice group insurance policy. It states the significant terms, conditions, limitations and exclusions of the policy in order to help you understand the cover that you have purchased. It does not include the full policy terms and conditions. For full details you should consult your Policy Wording and Policy Schedule.

## Group Policy Summary

This group policy is an annually renewable professional indemnity insurance designed to meet the medical malpractice insurance needs of UK based medical and dental practices. The policy provides protection in respect of your civil liability for damages and claimant's costs and expenses incurred in connection with the conduct of the clinical activity conducted by your practice, and costs incurred to investigate, settle or defend a claim against you. Cover applies to claims first made against you and notified to us during the period of insurance.

This policy is insured by MDDUS Insurance Limited in Guernsey and is distributed in the UK by MDDUS Solutions. Further information on the regulatory position of both these entities is detailed below.

### Limit of Indemnity

[The amount we will pay under the policy in respect of any one claim is subject to a limit of indemnity shown in the policy schedule.]

[The total aggregate amount we will pay under the policy in respect of all claims is subject to a limit of indemnity shown in the policy schedule.]

Please refer to the policy schedule for your specific limits of indemnity.

### Features and Exclusions

A list of the types of claims that we will consider alongside significant exclusions is shown below. This is not a full description of the exclusions which can be found in your policy wording and schedule.

**It is important to read the full policy wording and schedule before proceeding with this insurance.**

<b><u>Types of claim</u></b>	<b><u>Significant and unusual exclusions</u></b>
Covers: <ul style="list-style-type: none"><li>• claims by patients for malpractice or negligence in connection with the clinical activity of an insured clinician of the insured practice</li><li>• Claims against insureds in connection with Good Samaritan</li></ul>	Cover is excluded for: <ul style="list-style-type: none"><li>• any liability for acts outside an insured clinician's specified practice categories;</li><li>• any claim, liability or loss due to anything which you knew or ought to have known about, and which was not disclosed to us;</li></ul>

<p>Acts (claims for negligence or malpractice in the treatment administered at the scene of a medical emergency, accident or disaster by any insured clinician named in the policy schedule who is present either by chance or in response to a SOS call)</p> <ul style="list-style-type: none"> <li>• Defence costs incurred by us or you with our written agreement in connection with claims.</li> </ul>	<ul style="list-style-type: none"> <li>• any claim or circumstance you have notified to any other insurer;</li> <li>• bodily injury to insureds</li> <li>• claims brought by a professional sports club, sponsor, agent or other third party who has a financial interest in an elite or professional athlete who suffered a loss as a result of the clinical activity of an insured clinician</li> <li>• consequential loss</li> <li>• contractual liability</li> <li>• deliberate, reckless or dishonest acts</li> <li>• fines and penalties</li> <li>• any liability or cost covered by any indemnity from the National Health Service, any health board, hospital trust, other public authority or any employer's indemnity arrangement</li> <li>• personal expenses incurred by any insured in relation to any claim</li> <li>• sexual misconduct, except where the insurer reasonably considers the relevant insured acted in good faith at the time of the alleged conduct;</li> <li>• Terrorism, War</li> <li>• any claim due to the loss of patient medical records or other documents</li> <li>• any clinical activity for which the relevant insured clinician did not hold the required licences or registrations at the relevant time.</li> </ul> <p>Cover is excluded for the following unless and to the extent endorsed in the policy schedule:</p> <ul style="list-style-type: none"> <li>• any clinical activity which took place before any retroactive date stated in your policy</li> <li>• any clinical activity undertaken outside the geographical limits specified in your policy schedule</li> <li>• work carried out other than on behalf of the practice specified in the policy</li> <li>• clinical work that is not normally associated with the relevant insured clinician's practice category</li> <li>• clinical trials, obstetrics and refractive laser eye surgery</li> </ul>
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	<ul style="list-style-type: none"> <li>the treatment of athletes or competitors at sporting events in exchange for payment or non-financial reward</li> <li>health professionals employed or contracted by any football clubs in the English Premiership or Championship or Scottish Premier Football Leagues</li> </ul> <p><b>Limit of indemnity</b></p> <p>The amount of cover is capped to the limits of indemnity, which may be any one claim and/or in the aggregate during the period of insurance, as specified in your policy schedule.</p>
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### What we will pay

Under this policy, we will, subject to the indemnity limits set out in your policy schedule, indemnify you against the sums you have to pay for the following:

- Claimant damages (general and special)
- Claimant or claimant solicitors' costs and disbursements
- Defence costs and disbursements.

### How your premium is calculated

When deciding how much the policyholder's premium will be, we will consider the following:

- Annual gross income of your practice
- The geographical limit of your practice
- Practice categories of your insureds
- Any supplements selected or endorsements made
- Your insureds' claims history
- Any factors which increases risk and
- Any discounts or loadings

Please note that you may be subject to an audit to verify income.

### Conditions

You must:

- disclose all material circumstances which you know or ought to know in a reasonably clear and accessible way;
- pay the premium by the due date(s) for payment;
- maintain accurate descriptive records of all services rendered within your practice category which shall be available for inspection;
- retain all records relating to your practice category for at least 10 years.

## Cancellation rights

If the policyholder wishes to cancel the insurance policy, they must provide MDDUS Solutions Limited with 30 days' notice, in writing, of their intention to cancel. They can do this by writing to us or sending us an email, using the following details:

Post: MDDUS Solutions, 206 St Vincent Street, Glasgow G2 5SG.

Email: [solutions@mddus.com](mailto:solutions@mddus.com)

If you cancel your policy during a period of insurance in which you have made a claim, you will not be entitled to any refund of premium. If you have not made a claim during the period of insurance in which you cancel, we will refund part of your premium in proportion to the unexpired term of the relevant Period of Insurance.

We can cancel your insurance policy at any time by giving 60 days' notice, in writing. If the insurance policy is cancelled by us, we will refund part of the premium paid in proportion to the remaining portion of any period for which the policyholder has already paid, unless the policy is cancelled as a result of a reasonable suspicion of fraud.

## Variation

We may at our discretion amend the premium or terms of the insurance policy. If the policyholder is unhappy with our proposed amendments, they will have the option to decline to continue with the policy from the date of the proposed change. We will give the policyholder at least 60 days' notice of any changes.

If, following notification of a proposed change to the premium or terms of the policy, the policyholder decides not to continue the policy, we will give the policyholder a pro rata refund of the premium for the remaining portion of any period for which the policyholder has already paid.

## Duration of the policy

The period of insurance is set out in the policy schedule. Insurance policies normally run for a period of 12 months.

We strongly urge you to review your policy each year to ensure you have adequate cover in place.

## Claims notification

You must notify us of a potential claim promptly and within the period of insurance or at the latest within 14 days after the policy expires for any problem you first become aware of in the seven days before expiry.

You must report your first awareness of a shortcoming in your work for a client which is likely to lead to a claim against you. This includes any criticism of your work and any notice from any person of an intention to hold you liable, even though regarded by you as unjustified.

Claims notification should be sent to:

Email: [solutions@mddus.com](mailto:solutions@mddus.com)

Tel: 0141 2202990

If we accept your notification in respect of a circumstance, occurrence or event, we will regard any subsequent claim in respect thereof as notified to this insurance.

Complete pre-contractual and contractual information is provided in other documents.

### About the underwriter

This Policy is provided and underwritten in Guernsey by MDDUS Insurance Limited. MDDUS Insurance Limited is authorised and regulated in Guernsey by the Guernsey Financial Services Commission (registration number 92263). Its registered office is at PO Box 33, Dorey Court, Admiral Park, St Peter Port, Guernsey, CY1 4AT. MDDUS Insurance Limited is licensed as an insurer in Guernsey to carry out general and international insurance. These details may be checked by visiting the GFSC website at [www.gfsc.gg/commission/regulated-entities](http://www.gfsc.gg/commission/regulated-entities).

As your policy is provided and underwritten in Guernsey, it is subject to financial regulation in Guernsey. This means that if MDDUS Insurance Limited is unable to meet its obligations to you under the policy, you will be subject to the rules of the Guernsey regulator. You can visit their website at [www.gfsc.gg](http://www.gfsc.gg) for more information.

### About the distributor

MDDUS Solutions is the trading name of MDDUS Services Limited (MSL). MDDUS Solutions is an insurance distributor and acts as your agent in arranging this policy. MDDUS Solutions is authorised and regulated to distribute insurance in the UK by the Financial Conduct Authority (registration number 915843). These details may be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register). Alternatively, the FCA may be contacted on 0845 606 1234.

MDDUS Solutions is covered by the Financial Services Compensation Scheme (FSCS). This means that, subject to eligibility criteria of the FSCS, you may be entitled to compensation from the scheme if MDDUS Solutions cannot meet its obligations to you in respect of insurance policies that it has distributed as your agent. Whether or not you can claim from the FSCS depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements are available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

### How to complain

#### MDDUS Solutions

If the policyholder is unhappy with any aspect of the service provided by MDDUS Solutions, please contact us on the details below, stating the nature of the complaint and the policy and/or claim number.

Post: MDDUS Solutions, 206 St Vincent Street, Glasgow G2 5SG

Email: [solutionscomplaints@mddus.com](mailto:solutionscomplaints@mddus.com)

Telephone: 0141 220 2990

If the policyholder remains dissatisfied after MSL have considered the complaint, the policyholder may have the right to refer the complaint to the UK's Financial Services Ombudsman (FOS):

The contact details for FOS are:

Telephone: 0800 023 4567

Post: Exchange Tower  
Harbour Exchange  
London  
E14 9SR

**MDDUS Insurance Limited**

If the policyholder is unhappy with any aspect of the service provided by MDDUS Insurance Limited, please contact us on the details below, stating the nature of the complaint and the policy and/or claim number.

Post: PO Box 33, Dorey Court, Admiral Park, St Peter Port, Guernsey, CY1 4AT

Email: [complaints@mddusinsurance.co.gg](mailto:complaints@mddusinsurance.co.gg)

If the policyholder remains dissatisfied after we have considered the complaint, the policyholder may have the right to refer the complaint to the Channel Islands Financial Ombudsman (CIFO):

The contact details for CIFO are:

Telephone: 44 (0) 1481 722218

Post: Channel Islands Financial Ombudsman (CIFO)  
P O Box 114  
Jersey, Channel Islands  
JE4 9QG

The CIFO is an independent service in the Channel Islands for settling disputes between consumers and businesses providing financial services. You can find more information on the CIFO at [www.ci-fo.org](http://www.ci-fo.org).

***The existence of this complaints procedure does not affect any right of legal action you may have as detailed in the Choice of Law condition in your policy wording.***