

This **Policy** is issued in consideration of the payment of premium as specified in the **Schedule** and pursuant to the answers given in the **Insured's** proposal form (or when the **Insured** applied for this insurance) and any other disclosures made by the **Insured** between the time of submission of the **Insured's** proposal form (or when the **Insured** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the **Insured** shall form part of this contract of insurance between the **Insured** and the **Insurer**. In the event of any pre-contractual misrepresentation made in relation to the **Insured's** answers or in any disclosures made by the **Insured**, it may result in avoidance of the **Insured's** contract of insurance, refusal or reduction of the **Insured's** claim(s), change of terms or termination of the **Insured's** contract of insurance.

**THIS POLICY REFLECTS THE TERMS AND CONDITIONS OF THE CONTRACT OF INSURANCE AS AGREED BETWEEN THE INSURED AND THE INSURER.**

## **INSURED SECTION I - MEDICAL PROFESSIONAL LIABILITY**

Cover under this Insurance Section I is only operative if shown as such on the **Schedule**. Cover is on a 'claims made' basis as set out in the Scope of Cover below.

### **SCOPE OF COVER**

The **Insurer** will indemnify the **Insured** in respect of **Costs** and **Damages** which the **Insured** will be legally liable to pay in respect of any **Claim** for **Bodily Injury** in relation to any actual or alleged negligent act, error or omission happening on or after the **Retroactive Date** in connection with the rendering of any **Healthcare Services** or **Good Samaritan Acts** anywhere within the **Territorial Limits**, provided, however, that any such **Claim** is both first made against the **Insured** and reported to the **Insurer** during or within 30 days after the expiration of, the **Period of Insurance**

#### **Run-off cover for Death, Disability and Retirement**

The cover provided by this Section I shall remain in force for a maximum limit of 15 (fifteen) years following the **Insured's** death, **Permanent Total Disablement** or permanent retirement which takes place during the **Period of Insurance**, provided that:

1. the **Insured** has continuously held medical professional liability insurance with the **Insurer** for at least three (3) years and;
2. the **Insured** or anyone acting on behalf of the **Insured** shall provide written notice to the **Insurer** within 60 (sixty) days of all relevant particulars regarding the **Insured's** death, **Permanent Total Disablement** or permanent retirement of the **Insured** and;
3. the **Insured** shall procure that in the event of the **Insured's** death, **Permanent Total Disablement** or permanent retirement an accurate record of the written notice is maintained and;
4. any actual or alleged negligent act, error or omission giving rise to the **Claim** occurred prior to the **Insured's** death, **Permanent Total Disablement** or permanent retirement and;
5. the Limitations Act 1953, Limitation Ordinance for Sabah & Sarawak applies to all **Claims** and **Circumstances**.

For the avoidance of doubt, cover will commence upon termination and following the date of the **Insured's** death, **Permanent Total Disablement** and permanent retirement. **Claims** will be deemed to have been made during the original **Period of Insurance**.

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#### **Contractual Liability and Indemnity to Principal**

Notwithstanding the provisions of the 'Contractual Liability' exclusion the **Insurer** will indemnify the **Insured** under the relevant Insurance Section of this **Policy** against liability in respect of **Bodily Injury**:

1. To the extent that any contract or agreement entered into by the **Insured** with any Principal so requires, the **Insurer** will indemnify the **Insured** against liability assumed by the **Insured** and treat the Principal in like manner to the **Insured** in respect of the liability of the Principal arising out of the performance by the **Insured** of such contract or agreement, provided that:
  - a. the conduct and control of **Claims** is vested in the Principal but the **Insurer** shall have the right at any time, but not the obligation, to take over and conduct in the name of such Principal the defence and/or investigation and/or settlement of such **Claim** and to prosecute at its own expense and for its own benefit any rights of recovery or subrogation against all other parties or persons.
  - b. the Principal shall observe fulfil and be subject to the terms of this **Policy** so far as they can apply;
  - c. the indemnity shall not apply in respect of liquidated **Damages** or under any penalty clause;
  - d. where indemnity is granted to any Principal the **Insurer** will treat each Principal and the **Insured** as though a separate **Policy** had been issued to each of them;
  - e. nothing shall increase the liability of the **Insurer** to pay any amount in excess of the relevant **Limit of Indemnity** under any Section of this **Policy**;
2. Principal means the other party to a contract or agreement for whom the **Insured** is undertaking work or services or providing **Products** where the said other party is responsible for setting out the terms of the contract or agreement.

### **LIMIT OF INDEMNITY**

The liability of the **Insurer** under this Insurance Section I shall not exceed the **Limit of Indemnity** for each **Claim**, or the annual aggregate for all such **Claim**, stated in the **Schedule**

## INSURED SECTION II – DISCIPLINARY INVESTIGATIONS AND COMPLAINTS

### SCOPE OF COVER

The maximum amount payable under this Section II is the applicable Sub-Limit of Indemnity stated in the **Schedule**. The **Insurer** will pay on the **Insured's** behalf all necessary and reasonable **Costs** and notwithstanding Exclusion Fines or Penalties, when permitted by law, arising out of the **Insured's** provision of **Healthcare Services**, which are made and reported to the **Insurer** during the **Period of Insurance** in relation to any complaint about or investigation in relation to **Healthcare Services** by or to a disciplinary, credentialing, accreditation, complaint body or similar proceedings commenced against the **Insured** by any patient, adjudication body, governmental or quasi-governmental agency, any professional society, hospital or healthcare organisation, a coroner's inquiry or inquest, a criminal inquiry, investigation or proceeding which has jurisdiction to investigate and determine an outcome for the complaint or investigation, The **Insurer** will pay on the **Insured's** behalf:

1. all amounts payable by the **Insured** under orders made by the body; and
2. any **Costs** in respect of the complaint or investigation.

### LIMIT OF INDEMNITY

The liability of the **Insurer** under this Insurance Section II shall not exceed the **Limit of Indemnity** for each **Claim**, or the annual aggregate for all such **Claim**, stated in the **Schedule**.

Where a specified sub-limit is stated in respect of any automatic extension in the **Schedule**, such sub-limit shall form part of and not be in addition to the **Limit of Indemnity**.

### CONTINUOUS COVER APPLICABLE TO SECTION I AND SECTION II

Notwithstanding Exclusion Known Claim or Circumstance the **Insurer** will indemnify the **Insured** in respect of any **Claim** arising from any fact, matter or circumstance known to the **Insured**, prior to the commencement of the **Period of Insurance**, and which the **Insured** knew, or a reasonable person in the **Insured's** position could, in the circumstances, be expected to know, might give rise to a **Claim** against the **Insured**, provided always that:

1. the **Insurer** was the professional indemnity insurer of the **Insured** when the **Insured** first became aware of such fact, matter or circumstance;
2. the **Insurer** continued without interruption to be the professional indemnity insurer of the **Insured** from the time mentioned in paragraph (1) above up until the **Period of Insurance**;
3. had the **Insurer** been notified by the **Insured** of such fact, matter or circumstance when the **Insured** first became aware of it, the **Insured** would have been covered under the policy in force at that time but is not now entitled to be covered by that policy because it did not notify the fact, matter or circumstance;
4. neither the **Claim** nor the fact, matter or circumstance has previously been notified to the **Insurer** or to any other insurer;
5. there is no fraudulent noncompliance with the **Insured's** duty of disclosure and no fraudulent misrepresentation by the **Insured** in respect of such facts or circumstances;
6. the **Insurer** may reduce the **Insurer's** liability to the extent of any prejudice the **Insurer** may suffer in connection with the **Insured's** failure to notify the facts or circumstances when the **Insured** first became aware;
7. if the **Insured** was entitled to have given notice under any other policy of insurance not issued by the **Insurer** and thereby have an entitlement to indemnity, in whole or in part, then this Continuous Cover does not apply; and
8. the **Limit of Indemnity** provided for any **Claim** covered is the lesser available under the terms of the policy in force at the earlier time referred to in paragraph (3) above, or under this **Policy**.

### DEFINITIONS

The following defined words shall have the same meaning throughout this **Policy** whether expressed in the singular or the plural and wherever appearing in **bold** in this **Policy**:

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#### **Bio Science Product**

means any virus, therapeutic serum, toxin, anti-toxin or analogous product that is recognised in the National Formulary, the official Pharmacopoeia the official Homeopathic Pharmacopoeia or any supplement to these documents or the equivalent in any other jurisdiction;

1. intended for use in the diagnosis, cure, mitigation, treatment or prevention of injury, sickness or disease in humans and which affects the structure or functioning of the human body; or
2. as a component of any **Products** described above;

but shall not include any **Pharmaceutical Drug**, **Medical Device** or food.

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#### **Bodily Injury**

means death, bodily injury, illness and disease including impairment or injury, anguish or nervous shock sustained by a person.

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### **Business**

means all activities carried out and/or functions performed and/or tasks undertaken by an **Insured** in the normal course of the business of the **Insured**, described in the proposal form, application form or **Schedule**.

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### **Circumstances**

means any circumstances of which any **Insured** becomes aware, or should reasonably have become aware, that may reasonably be expected to give rise to a **Claim**.

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### **Claim**

means any:

1. written or verbal demand made of any **Insured**; and/or
2. assertion of any right against any **Insured** including but not limited to any **Proceedings**, including any counter-claim; and/or
3. invitation to any **Insured** to enter into alternative dispute resolution,

alleging any **Occurrence**, negligent act, error or omission or loss or physical destruction, damage, loss or mislaying of any **Document** that may give rise to an entitlement to **Damages**.

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### **Clinical Trials**

means an organised study or test undertaken that uses human Research Subjects to establish the effectiveness, bioequivalence or safety of a **Pharmaceutical Drug**, **Bio Science Product** and/or **Medical Device**, under proper conditions of use and shall include any pre-trial assessment.

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### **Costs**

Means:

1. the defence costs and expenses of any **Insured**, including appeal costs, in respect of any **Claim** against any **Insured** to which an indemnity in this **Policy** applies.
2. the necessary and reasonable fees, costs and expenses incurred in the conduct of or response to matters covered by Insured Section II - Costs of this Policy

**Costs** shall not include any fees, salaries or expenses of **Employees** or officers of any **Insured**,

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### **Damages**

means compensatory monetary amounts and or in respect of claimants costs and expenses in judgments, arbitration awards and/or settlements, always provided any such settlement is made with the prior written consent of the **Insurer** and is in relation to a **Claim** for which the **Insured** would otherwise be legally liable to pay, in respect of any matter that may be the subject of indemnity under this **Policy**. Always provided that **Damages** shall not mean nor include:

1. fines whether civil or criminal sanctions penalties or forfeiture, set-off, off set, irrespective of whether due to statute regulation or court rule;
2. the multiplied portion of multiplied awards;
3. injunctive or declaratory relief;
4. any amount that is not insurable under any applicable law;
5. punitive or exemplary amounts.

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### **Defect**

means an actual harmful condition which:

1. is not intended by any **Insured**; and / or which
2. a reasonable person in the circumstances of the **Insured** would not expect; and/or
3. arises out of the conduct of any **Insured** or a person or organisation acting on behalf on the **Insured**; and/or
4. causes or presents a substantial likelihood of causing **Bodily Injury**.

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### **Document**

means all documents, separable programme, instruction or data for physical incorporation into any computer system for which any **Insured** is legally responsible, or in the custody of any person to whom they have been entrusted in the ordinary course of the **Business** of the **Insured**, but **Document** shall not mean stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, postal orders, money orders, securities, negotiable instruments and / or similar items.

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### **Good Samaritan Act**

means treatment or care administered at the scene of a medical emergency, accident or disaster by any **Insured** who is present either by chance or in response to an SOS call following a disaster.

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**Healthcare Services**

means services performed by or on behalf of any **Insured** to care for, treat or assist patients. **Healthcare Services** shall include the provision of medication or appliances, food and beverages in connection with such services, and the post mortem handling of human bodies.

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**Insured**

means the medical practitioner named in the **Schedule**.

This definition includes the estate, heirs, legal representatives or assigns of any Insured in the event of the death of such Insured in respect of liability that would have been covered by Section I Medical Professional Liability if that Insured were alive, provided that such estate, heirs, legal representatives or assigns will observe and be subject to all the terms of this **Policy** insofar as they can apply.

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**Insurer**

means Lonpac Insurance Bhd (307414-T)

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**Interrelated Claims**

means all **Claims** arising out of or originating from one originating cause.

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**Limit of Indemnity**

means the limit applicable to any relevant operative Insurance Sections and any sub limit as shown in the **Schedule**.

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**Medical Device**

means:

1. an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent or other similar or related article, component, part or accessory; and
2. which is subject to regulatory approval within the **Territorial Limits** applicable to the relevant Insurance Section; and
3. intended for use in the diagnosis, cure, mitigation, treatment or prevention of injury, sickness or disease in humans and which affects the structure or functioning of the human body,

but shall not include any Pharmaceutical Drug or **Bio Science Product**.

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**Occurrence**

means any loss, event, incident, accident, or disaster, or series of losses, events, incidents, accidents or disasters, arising out of, or originating from, one originating cause.

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**Period of Insurance**

means the period specified in the **Schedule** and / or such other period agreed by the **Insurer**.

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**Permanent Total Disablement**

means permanent total disablement preventing the **Insured** from engaging in or attending to the **Business**.

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**Policy**

means this document including:

1. the Schedule, Definitions, Insurance Sections indicated as operative in the Schedule, Conditions, Exclusions and all notices and other documents attaching;
2. all endorsements incorporated in and issued for incorporation in this document;

and all of which shall be read together and constitute the contract of insurance.

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**Pollution**

means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape, whether permanent or transitory, of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fibres, fumes, acids, alkalis, chemicals, any other hazardous materials and waste. Waste includes material to be recycled, reconditioned or reclaimed.

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**Proceedings**

means

1. civil, criminal or regulatory proceedings in any jurisdiction brought against any **Insured**; and / or
2. proceedings brought by the **Insurer** in the exercise of rights of recovery and/or subrogation by the **Insurer**.

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**Products**

means any products or goods including their packaging, containers, labelling and instructions provided in connection with the products or goods, manufactured, sold, supplied, distributed, processed, installed, serviced, repaired, altered, treated or renovated by any **Insured** in connection with the **Business**.

Always provided that those products or goods which are the subject of a continuing **Clinical Trial** shall not be included within the said **Product** defined term.

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**Retroactive Date**

means the relevant date specified in the **Schedule**.

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**Schedule**

means the Schedule in force and forming part of this **Policy**.

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**Territorial Limits**

means the territories to which cover is limited as stated in the Territorial Schedule and applicable to each Insurance Section.

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**Terrorism**

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

## GENERAL CONDITIONS

These conditions apply to all operative Insurance Sections and Endorsements applicable to this Policy.

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### Choice of Law

This **Policy** shall be governed by, and construed solely in accordance with, the laws of the Country stated in the **Schedule**. The **Insured** and **Insurer** agree that all disputes shall be resolved by arbitration in accordance with the Dispute Resolution clause. However, the **Insured** and **Insurer** agree that subject always to this obligation, any and all disputes surrounding the obligation to arbitrate or the enforcement, dispute or challenge of any award shall be subject to the exclusive jurisdiction of the courts of the Country stated in the **Schedule**.

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### Insurance Sections and Endorsements

1. Definitions, General Conditions, and General Exclusions of this **Policy** apply to all Insurance Sections and Endorsements stated or indicated as operative in the **Schedule** in addition to any Definitions, Conditions, and Exclusions stated or indicated as applicable under any Insurance Section or Endorsement, unless indicated to the contrary.
  2. An Insurance Section or Endorsement to this **Policy** is only operative if stated as such in the **Schedule**.
  3. The liability of the **Insurer** under each operative Insurance Section and Endorsement of this Policy in any one **Period of Insurance** shall not exceed the applicable each **Claim / Occurrence**, or annual aggregate for all **Claims / Occurrences**, **Limit of Indemnity** specified for each operative Insurance Section in the **Schedule** regardless of the number of **Claims**, **Insureds**, locations, judgments, awards, settlements or types of loss involved.
  4. **Costs** provided they are incurred with the **Insurer's** prior written consent, are included within each applicable **Limit of Indemnity** or **sub-Limit of Indemnity** and any payment of **Costs** will correspondingly reduce the applicable **Limit of Indemnity** available for paying **Damages**.
  5. For the purposes of this **Policy**, and including the application of any **Limit of Indemnity** or **Interrelated Claims** shall only ever constitute one **Claim** which shall be deemed to have been first made on the earlier of:
    - a. the date on which the earliest such **Claim** was first made, or
    - b. the first date valid notice was given under this **Policy** or under any prior policy by the **Insureds** to the **Insurer** of any negligent act, error or omission or any **Occurrence** or **Circumstances**, including but not limited to, any situation, event or transaction which underlies any such **Claim**.
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### Obligations of the Insured during the Period of Insurance

The following conditions must be complied with during the **Period of Insurance**. Any breach by the Insured will allow the Insurer to terminate the **Policy** and such termination shall be from the date of the breach of the condition.

1. The **Insured** must give immediate notice to the **Insurer** in writing of anything known or which reasonably should be known by the **Insured** and which materially affects any risk insured;
  2. The **Insured** must take reasonable care to:
    - a. prevent accidents; and
    - b. maintain, and keep in good working order, premises, plant and equipment and everything used in connection with the **Business** of the **Insured**; and
    - c. only employ competent **Employees**; and
    - d. act in accordance with all statutory obligations, regulations and requirements of regulatory authorities.
  3. The **Insured** must in the event of any **Defect** or danger becoming apparent either:
    - a. make good or remedy any such **Defect** or danger; or
    - b. take such additional precautions as the circumstances require avoiding and/or mitigating the effects of such **Defect** or danger.
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### Claims and Circumstances Notification Under Claims Made Insurance Sections

Duties of the **Insured** in the event of a **Claim** or **Circumstances**.

1. On discovery or receipt of any **Claim**, the **Insured** shall give immediate written notice of such **Claim** to the **Insurer**.
2. On discovery of any **Circumstances**, the **Insured** shall give immediate written notice of such **Circumstances** to the **Insurer**.
3. Notice as required by items 1 and 2 above shall include:
  - a. details of what happened and the services and activities that the **Insured** was performing at the relevant time; and
  - b. the nature of any, or any possible, **Bodily Injury** or **Damages**; and
  - c. how the **Insured** first became aware of the **Claim** or **Circumstances**; and
  - d. all such further particulars as the **Insurer** may require.

4. Any **Claim** that may be made subsequently against any **Insured** arising out of any **Circumstances** notified in accordance with Part 2 above shall be deemed to have been made on the date the **Insurer** first received such written notice of the **Circumstances**.
5. The **Insured** shall forward to the **Insurer** any communication or other documentation pertaining to **Proceedings**, and / or any process in connection with such **Proceedings** within 3 days of receipt.
  - a. The **Insured** shall provide all information and assistance required by the **Insurer**.
  - b. No **Insured** shall make any admission of liability nor make any offer and / or promise of payment and / or payment without the prior written consent of the **Insurer**.

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#### Defence of claims

1. The **Insurer** shall have the right at any time, but not the obligation, to take over and conduct in the name of any **Insured** the defence and/or investigation and/or settlement of any **Claim** and to prosecute at its own expense and for its own benefit any rights of recovery or subrogation against all other parties or persons.
2. At any time where the amount due or sought in relation to any **Claim** exceeds the applicable **Limit of Indemnity** the **Insurer** shall have the right to withdraw from any further investigation, defence, and/or settlement of said **Claim** upon payment of the said **Limit of Indemnity** and in that event the **Insurer** will have no further liability and/or obligation in relation to such **Claim**.
3. The **Insurer** shall be entitled at any time and at its own discretion to pay to the **Insured** an applicable **Limit of Indemnity** less any **Costs** incurred by the **Insurer**, or any lesser sums for which any **Claim** under any Insurance Section of this **Policy** can be settled, and in that event the **Insurer** shall not be under any further liability to pay any other amount in respect of the relevant **Claim** or under the relevant Insurance Section, as applicable.

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#### Administrative Conditions

1. The **Insurer** may at any time and solely at its own discretion:
  - a. waive any of its rights under any condition of this **Policy**; and/or
  - b. waive any requirement of or action to be undertaken by the **Insured** under any condition of this **Policy**; and/or
  - c. accept notification of or continue to deal with any **Circumstances**, or of any actual **Claims** as applicable, under this **Policy** notwithstanding any breach by any **Insured** of any condition or part of this **Policy**,  
except that no such waiver, acceptance or action by the **Insurer** will waive or limit in any way any obligation of any **Insured**, or imply or constitute any other waiver of the rights of the **Insurer** in respect of any other condition of this **Policy** or any other **Claim**.
  - d. The **Insurer** shall be entitled at any time and at its own discretion to cancel this **Policy** by sending thirty days' notice by recorded delivery post to the **Insured** at the address on file with the **Insurer**. In such event the **Insured** shall become entitled to a return of premium and tax as appropriate for the portion of the premium and tax corresponding to the unexpired **Period of Insurance**.
  - e. The **Insured** may cancel this **Policy** at any time in writing to the **Insurer**. Upon receipt of such request, the **Insurer** will retain a short period premium calculated on its short term rates for the time it has been on risk and the **Insured** will receive a refund of any balance of the premium actually paid.
  - f. Short Period Minimum Premiums:

9 months to 12 months	100% of annual premium
6 months to 9 months	75% of annual premium
3 months to 6 months	50% of annual premium
Less than 3 months	25% of annual premium

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#### Changes

1. Notice to any of the **Insurer's** agents, or knowledge possessed by any such agent or any other person, shall not constitute a waiver or change or amend any part of this **Policy** and will not prevent the **Insurer** from asserting any rights under the provisions of this **Policy**.
2. None of the provisions of this **Policy** will be amended or modified except by written endorsement issued to form a part of this **Policy**.

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#### Subrogation and Recovery Proceedings

1. The **Insured** shall provide such assistance as the **Insurer** may reasonably require in subrogation and / or recovery **Proceedings** and the **Insured** shall take all steps necessary to preserve the rights of subrogation and / or recovery of the **Insurer** and in particular no **Insured** shall enter into any arrangement or agreement contractual or otherwise with any party limiting or restricting in anyway any right of subrogation and / or recovery of the **Insurer**;
2. The **Insurer** shall be subrogated to said rights of recovery of the **Insured** against any party, whether before or after any indemnity is given under this **Policy**;

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#### Transfer of Interest

Assignment of interest under this **Policy** shall not bind the **Insurer** unless the **Insurer's** prior written consent is obtained.

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### **Concealment Misrepresentation and Fraud**

It shall be a condition to the right of any **Insured** to be indemnified under this **Policy** that:

1. applications, proposal forms, statements, answers and information supplied to the **Insurer** by or on behalf of the **Insured** in connection with this **Policy** must be truthful and complete;
2. concealment, misrepresentation or fraud in the procurement of this **Policy** shall entitle the **Insurer** to void this **Policy** from inception only if said concealment, misrepresentation or fraud would have led to refusal by the **Insurer** to enter into this **Policy**.

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### **Entire Contract**

By acceptance of this **Policy**, the **Insured** agrees that this **Policy** shall constitute the entire contract existing between the **Insured** and the **Insurer**.

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### **Single Policy and Insured Authorisation**

This **Policy** shall be deemed to be a single unitary **Policy** and notwithstanding that the **Policy** is composed of optional Insurance Sections nothing in this **Policy** or the said Insurance Sections shall make this **Policy** severable or a series of individual policies with the **Insured**.

For the avoidance of doubt the above provision does not mean that any malicious, dishonest, fraudulent or criminal act or omission by any individual in connection with this **Policy** shall be imputed to any other individual.

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### **Third Party Rights**

Unless expressly stated, nothing in this **Policy** is intended to confer a directly enforceable benefit on any third party, whether pursuant to any statute or otherwise.

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### **Registered Medical Practitioners Clause**

All Medical Practitioners must be registered with the Malaysian Medical Council throughout the **Period of Insurance**.

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### **Simultaneous Payment Clause**

In consideration of the Insurer's agreement to reinsure to the (re)insurer at the request of the **Insured**, the **Insured** acknowledges and accepts that this **Policy** has been substantially reinsured and that such reinsurance contract is subject to Simultaneous Payment Clause and thence in any settlement or advance of funds by Letter of Credit or otherwise, the **Insured** shall only be entitled to receipt of such settlement as and when such funds for the settlement are received from the (re)insurer.

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### **Duty of Disclosure**

Where the **Insured** has applied for this Insurance wholly for purposes related to the **Insured's** trade, business or profession, the **Insured** had a duty to disclose any matter that the **Insured** know to be relevant to the **Insurer's** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of the **Insured's** contract of insurance, refusal or reduction of the **Insured's** claim(s), change of terms or termination of the **Insured's** contract of insurance.

The **Insured** also has a duty to tell the **Insurer** immediately if at any time after the **Insured's** contract of insurance has been entered into, varied or renewed with the **Insurer** any of the information given in the proposal form (or when the **Insured** applied for this insurance) is inaccurate or has changed.



## GENERAL EXCLUSIONS

The following exclusions are applicable to the insurance as a whole.

Except where coverage is specified in the Scope of Cover Insurance Sections or by endorsement, the **Insurer** will not indemnify any **Insured** for **Damages**, or **Costs**, based on or arising out of:

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### Aircraft

any aircraft or other aerial devices hovercraft or watercraft.

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### Asbestos

asbestos, asbestos fibres or any derivatives of asbestos, whether airborne as a fibre or carried or transmitted on clothing or inhaled or ingested or transmitted by any other means, contained in or forming part of any building, building material or insulating material including any product containing asbestos, asbestos fibres or any derivatives of asbestos except for the rendering of **Healthcare Services** or **Good Samaritan Act** under any operative Insurance Sections to any patient injured or ill as a result of asbestos.

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### Bodily Injury to Employees

any Bodily Injury to any Employees during the course of their employment with the **Insured** or any **Bodily Injury** to the spouse, child, parent, brother or sister of such Employees arising out of such **Bodily Injury**. This exclusion applies whether the **Insured** may be liable as an employer or in any other capacity.

This exclusion shall not apply to any **Claim** arising out of any **Bodily Injury** of an employee whilst a patient of the **Insured**, which is caused by any negligent act, error or omission of the Insured, not involving the provision of medical treatment by a healthcare professional.

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### Clinical Trials

based on or arising out of any **Clinical Trials** (except for legal liability arising solely from actual or alleged **Bodily Injury** in relation to any actual or alleged negligent act, error or omission in connection with the rendering of **Healthcare Services** or **Good Samaritan Acts** as set out in 'Scope of Cover' above );

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### Contractual Liability

any actual or alleged liability of any **Insured** under any oral or written contract or agreement, including but not limited to express warranties or guarantees and any liability of any party assumed by any **Insured** under any oral or written contract or agreement except insofar as any liability would have arisen to the same extent in the absence of such oral or written contract.

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### Data Protection Act

the Data Protection Acts 1984 and 1998 or any amendments thereto and any equivalent law in any jurisdiction.

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### Discrimination, humiliation or harassment

any discrimination, humiliation or harassment, that includes but shall not be limited to a **Claim** based on an individual's race, creed, colour, age, gender, national origin, religion, disability, marital status or sexual preference.

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### Electronic Data

any:

1. failure of any programme, instruction or data, for use in any computer or other electronic processing device equipment or system, to function in the way expected or intended; and/or
2. transmission or receipt of any virus programme or code that causes loss or damage to any computer system or prevents or impairs its proper function or performance; and/or
3. business conducted or transacted via the Internet, Intranet, Extranet or the **Insured's** own website, or via the transmission of electronic mail or documents by electronic means;

except for the rendering of **Healthcare Services** or **Good Samaritan Act** under any operative Insurance Sections to any patient involving the use of information technology.

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### Epidemic and Pandemic Exclusion

any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, arising out of, resulting from or in connection with:

- a. Any actual, alleged or threat of (i) any infectious disease arising out of SARS-CoV- 2 or any variation or mutation thereof, or (ii) any epidemic or pandemic;
- b. Any action taken or failure to take action in controlling, preventing, suppressing or in any way responding to such actual, alleged or threat of infectious disease, epidemic or pandemic described in a. above.

For purposes of this exclusion:

- i. "Epidemic" means the occurrence of an infectious disease that affects a large number of people within a community, region or population.
- ii. "Pandemic" means an epidemic that spreads across more than one country or continent.

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**Fines or Penalties**

any criminal or civil fines or penalties or any punitive, aggravated additional or exemplary **Damages**.

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**Known Claim or Circumstance**

any

1. **Circumstance** or **Claim** notified under any insurance which was in existence prior to the inception of this **Policy**;
2. **Claim** made threatened or initiated against the **Insured** prior to the inception of this **Policy**;
3. **Circumstance** known to the **Insured** or which the **Insured** might reasonably have known at the inception of this **Policy**, would or might reasonably be expected to give rise to a **Claim**;
4. **Circumstance** or **Claim** which has been or should reasonably have been notified to the **Insurer** in the proposal.

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**Intellectual property rights**

any defamation or malicious falsehood and/or any breach or infringement of intellectual property rights including patent, copyrights, trademarks, or any deliberate intent to cause harm.

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**Insolvency**

any insolvency, bankruptcy or de facto insolvency of any **Insured**.

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**Maintenance of Insurance**

failure to arrange and/or maintain any insurance or failure to make any other indemnity arrangement.

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**Malicious or reckless act**

any fraudulent, dishonest, criminal, illegal, malicious or reckless act or omission by the **Insured** whether acting alone or in collusion with other persons. Where the **Insured** admits to be dishonest or fraudulent or be a criminal or there is a finding of criminal, dishonest or fraudulent activity the **Insured** will reimburse the **Insurer** for all sums paid in connection with such **Claim**.

If the **Insured** is found guilty of or admits any crime then the **Insured** will have no cover in respect of that matter (including in relation to any appeal) and any sum paid by the **Insurer** in respect of that matter (together with any applicable interest) will immediately become due and payable to the **Insurer**.

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**Nuclear**

radiation or radioactive contamination, whether directly or indirectly caused and/or occurring or arising in any form including but not limited to:

1. all forms of radioactive contamination of persons and / or Property;
2. any radiation or radioactive contamination from any nuclear fuel, nuclear material including spent fuel, or any nuclear waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf on the **Insured**;
3. any radiation or radioactive contamination in the provision by the **Insured** of services, materials, parts or equipment, any other hazardous properties of the above including radioactive toxic or explosive properties of any nuclear assembly or nuclear component thereof;

except for the rendering of **Healthcare Services** or **Good Samaritan Act** under Insurance Section I Medical Professional Liability, if operative, to any patient injured or ill as a result of any radiation or radioactive contamination.

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**Other Insurance**

any indemnity to which any **Insured** is entitled under any other insurance and/or indemnity arrangement for any **Claim** except that:

1. the relevant Insurance Section under this **Policy** shall contribute that proportion which any indemnity due for such **Claim** or **Occurrence** as applicable under the relevant Insurance Section bears to the indemnity provided under any other insurance and/or indemnity arrangement; Unless
2. at the time the **Claim** is made or **Occurrence** happens there is or would be but for the existence of this **Policy** any other more specific insurance and/or other indemnity arrangement or local equivalent covering the same **Claim** or **Occurrence** or any part thereof, in which circumstances this **Policy** shall only contribute in excess of such other insurance and/or indemnity arrangement.

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**Pollution**

any actual or threatened **Pollution** or any requirement for any **Insured** to deal with any **Pollution** except for the rendering of **Healthcare Services** under any operative Insurance Section or **Good Samaritan Act** to any patient injured or ill as a result of any **Pollution**.

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**Products**

based on or arising out of any **Products** (except for legal liability arising solely from actual or alleged **Bodily Injury** in relation to any actual or alleged negligent act, error or omission in connection with the rendering of **Healthcare Services** or **Good Samaritan Acts** as set out in 'Scope of Cover' above )

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**Product Recall**

based on or arising out of any goods recall or **Product** recall and/or withdrawal or any costs or expenses incurred in repairing replacing recalling withdrawing or making any refund in respect of any suspected or known **Defect** in any **Products** or goods.

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**Public Liability**

based on or arising out of any **Bodily Injury** arising from a public liability **Occurrence** in connection with the **Business**;

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**Public Hospital**

treatment of public patients in public hospitals

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**Sanctions**

any

1. trade or activity which is subject to any applicable economic, political or trade sanction, prohibition or restriction. 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 applicable economic, political or trade sanction, prohibition or restriction. The Insurer is obligated to comply with all applicable United Nations, European Union and US (including those imposed by the Office of Foreign Asset Control) financial restrictions, measures and sanctions, which shall all form part of this Clause.
2. entity or individual domiciled in, or activity involving any entity or person domiciled in or involving the territory of:
  - i) Cuba
  - ii) Iran
  - iii) North Korea
  - iv) Syria
  - v) the Crimea Region of Ukraine

Notwithstanding the **Territorial Limits** applicable to this **Policy**, all such territories stated above are excluded from this **Policy** and no cover whatsoever shall be deemed given under this **Policy** and no business activity being undertaken in that territory or the provision of any service to or shipment of any goods to, from or within that territory will be covered by this **Policy**.

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**Temporary Premises**

any premises including contents (not being premises leased or rented to the **Insured**) which are temporarily occupied by any **Insured** for the purpose of carrying out work in or to such premises.

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**Territorial Limits**

any **Occurrence** or any actual or alleged negligent act, error or omission arising outside the **Territorial Limits** stated in the **Schedule**, or under the laws of countries outside such **Territorial Limits**, or for recognition or enforcement of a judgment obtained in such countries or under such laws whether by way of reciprocal agreement or otherwise.

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**Vehicle**

the ownership possession or use under the control of any **Insured** of any mechanically propelled vehicle.

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**War, Terrorism and Pollution**

any:

1. **Bodily Injury** that in whole or in part arises directly or indirectly out of one or more of the following:
  - a. Government action;
  - b. War;
  - c. **Terrorism** or any action taken to prevent or address actual or expected **Terrorism**;
2. Any loss cost or expense arising out of testing for, monitoring, cleaning up removing, containing treating, detoxifying, neutralizing or disposing of or in any way assessing or responding to the effects of toxic infectious or radioactive matter distributed generated or released as a direct or indirect result of any event described in paragraph 1 above regardless of any other cause or event that contributed concurrently, or in any sequence, to such injury, physical damage, physical loss, cost or expense;

Part1 does not apply to **Bodily Injury** caused while rendering **Healthcare Services** or **Good Samaritan Act** following the conclusion of any **Terrorism**.

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**Workers' Compensation**

any obligation of the **Insured** under workers' compensation, disability benefits, or unemployment compensation law, or any similar law or employment protection legislation and any liability directly or indirectly arising out of any **Claim** for breach of any duty owed by the **Insured** as an employer to any person employed, or former person employed, or applicant for employment.

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**Wrongful or unlawful detention**

any wrongful or unlawful detention in breach of the Mental Health Act 1983, the Human Rights Acts 1998 or any common law provision or any equivalent law in any jurisdiction.