

## **MEDICAL MALPRACTICE INSURANCE**

### **THIS IS A CLAIMS MADE POLICY WITH COSTS AND EXPENSES WITHIN THE LIMIT OF INDEMNITY**

Please read this policy carefully particularly the reporting and claims handling conditions, as non compliance with these conditions may affect the coverage afforded by this policy.

#### **INSURING CLAUSE**

In reliance upon the statements made by the Insured in the proposal form, and in consideration of the payment of the premium and subject to the terms, limits, exclusions and other conditions contained in this policy and schedule Income agrees to indemnify the Insured

- in excess of the deductible and up to the limit of indemnity stated in the schedule for any sum which the Insured may become legally liable to pay as damages in accordance with the laws of the country specified in the schedule resulting from any claim being first made against the Insured during the policy period stated in the schedule and notified to Income during the policy period stated in the schedule arising in respect of the Insured's liability for bodily injury, mental injury, illness, disease or death of or to any patient caused by or alleged to have been caused by negligent act, negligent error or negligent omission committed by the Insured on or after the retroactive date as stated in the schedule and which arises out of the rendering of, or failure to render, professional health care services at the facilities of the Insured by the Insured or from the performance of Good Samaritan Acts by the Insured;
- for the costs and expenses incurred with Income's written prior consent in the defence, investigation and/or settlement of any claim to which this policy applies, however, Income's maximum liability to pay for damages and such costs and expenses shall not exceed the limit of indemnity stated in the schedule.

#### **DEFINITIONS**

1. Insured shall mean
  - the individual, partnership, corporation, institution or such other entity named in the Schedule which has legal capacity
  - any person who is, has been or may become during the policy period a principal, partner, director, a member of any ethics committee, employee of the Insured but only in respect of claims arising from work undertaken on behalf of the Insured
  - personal representatives of the estate of any person who would otherwise be indemnified under this Policy
  - an external / visiting doctor / consultant
2. Claim shall mean
  - a written demand made by or for an injured person for monetary damages; and
  - a civil proceeding commenced by the service of a writ, summons, statement of claim or similar court pleading.
3. Hospital medical records shall mean  
the medical records made by hospital staff or by medical consultants including visiting consultants in respect of all professional health care services received within the facilities of the Insured.

4. Circumstance shall mean  
any incident which is not a claim but which might reasonably be expected to give rise to a claim.  
  
The death, permanent injury or substantial pain or discomfort which is possibly caused by the professional health care services is deemed to be a circumstance.
5. Prior and Pending  
made, threatened or intimated against such Insured prior to the Period of Cover, directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance
- (i) of which written notice has been given, or ought reasonably to have been given, under any previous policy; or
  - (ii) of which the Insured first became aware prior to the Period of Cover, and which the Insured knew or ought reasonably to have known had the potential to give rise to a Claim under this Policy.
6. Limit of indemnity for any one claim shall mean  
the liability of Income for all damages, costs and expenses payable to any claimant or number of claimants in respect of any one occurrence which shall not exceed the sum stated in the schedule as the limit of indemnity for any one claim.  
  
All claims
- (i) arising from one specific common cause but leading to bodily injury of more than one patient, or
  - (ii) made against more than one insured person in connection with one and the same incident shall be considered to be one claim. It is agreed that the deductible shall apply to each and every Insured involved in the same incident.
- The respective date of claim shall be deemed to be the date when the first claim is made against the Insured.
7. Aggregate Limit shall mean  
the Liability of Income for all damages, costs and expenses payable in respect of all claims made during the policy period.
8. Deductible shall mean  
the amount specified as such in the schedule which the Insured must incur in respect of each and every claim including costs and expenses incurred in the defence, investigation and/or settlement of claim and in excess of which this policy applies; it being understood and agreed that if any expenditure is incurred by Income which, by virtue of this clause, is the responsibility of the Insured, then such amount shall be reimbursed forthwith to Income by the Insured on demand.
9. Policy period shall mean  
the period stated as such in the schedule.
10. Good Samaritan Act shall mean  
any treatment administered at an medical emergency.
11. Product shall mean  
any solid, liquid or gaseous substance or any component thereof.
12. Income shall mean  
Income Insurance Limited.

## EXCLUSIONS

### I. Medical exclusions

1. This policy shall not apply to any claim or costs and expenses arising out of or in any connection with any services performed beyond the scope of professional services, treatments, advices typically rendered as a physician/doctor under domestic legislation, ethical codes and rules;
2. Plastic/ Aesthetic surgery  
This policy shall not apply to any claim or costs and expenses arising out of or in any connection with plastic/aesthetic surgery except where reconstructive surgery is a necessary consequence of accident and/or congenital deformation;
3. Maternity  
This policy shall not apply to any claim or costs and expenses arising out of or in any connection with treatments/services rendered to provoke/avoid gravidity/procreation, including operations to produce sterility, 'in-vitro-fertilisation' and/or abortions and (consequential) financial losses, arising out of the above mentioned activities, including but not limited to the obligation to pay maintenance;
4. HIV/ AIDS/ Hepatitis Non-A/ CJD/ SARS  
This policy shall not apply to any claim or costs and expenses arising out of or in any connection with bodily injury (including emotional distress or mental trauma or phobia), loss or damage which is actually or allegedly caused by, contributed to by or in any way related to or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents and/or Hepatitis non-A or any syndrome or condition of a similar kind howsoever it may be named and/or Creutzfeld-Jacob Disease (CJD) and/or Severe Acute Respiratory Syndrome (SARS);
5. Blood banks  
This policy shall not apply to any claim or costs and expenses arising out of or in any connection with the operation of blood banks except where these are purely providing blood or blood products used for the activities of the insured as stated in the schedule;
6. Genetic Manipulation  
This policy shall not apply to any claim or costs and expenses arising out of or in any connection with genetic damages / manipulation;
7. LASIK  
This policy shall not apply to any claim or costs and expenses arising out of or in any connection with the performance of LASIK (Laser in-situ Keratomileusis);
8. Clinical trials  
This policy shall not apply to any claim or costs and expenses arising out of or in any connection with clinical trials or drug testing;
9. Robotic surgical system  
This policy shall not apply to any claim or costs and expenses arising out of the use of or in any connection with robotic surgical systems;
10. Telemedicine  
This policy shall not apply to any claim or costs and expenses arising out of the use of or in any connection with telemedicine;

11. This policy shall not apply to any claim or costs and expenses arising out of or in any connection with the use of drugs for weight reduction;
12. This policy shall not apply to any claim or costs and expenses arising out of or in any connection with the administration of general anaesthesia by dentists and dental surgeons or any procedure carried out under general anaesthesia.

## **II. Standard exclusions**

1. This policy shall not apply to any claim or costs and expenses arising out of or in any connection with any deliberate or wilful misconduct, dishonest, fraudulent, malicious, criminal or illegal act of the Insured.

This policy shall not apply to any claim or costs and expenses arising out of or in any connection with any services rendered while under the influence of intoxicants or narcotics.

2. **Radioactive contamination**  
This policy shall not apply to any claim or costs and expenses arising out of damages of whatsoever nature directly or indirectly caused by or contributed to or arising from ionising radiation or contamination by radioactivity.

3. **War, civil war and terrorism**  
This policy shall not apply to any claim or costs and expenses directly or indirectly arising out of war, civil war, war like operations (whether war be declared or not), hostilities, invasion, acts of foreign enemy, mutiny, strikes, riots, civil commotion, assuming proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, malicious damage, martial law as well as terrorism.

If Income alleges that by reason of this exclusion, any claim or costs and expenses are not covered by this contract, the burden of proving the contrary shall be upon the Insured.

4. **Insured versus Insured**  
This policy shall not apply to any claim or costs and expenses arising out of or in any connection with any claims made by one Insured against another Insured.

5. **Warranty / Guarantee**  
This policy shall not apply to any claim or costs and expenses arising out of or in any connection with any liability assumed by the Insured by contract or any other agreement or any express warranty or guarantee given by the Insured which increases the Insured's legal liability. This exclusion shall not apply to liability which would have attached to the Insured in the absence of such contract, agreement, warranty or guarantee.

6. **Public liability**  
This policy shall not apply to any claim or costs and expenses arising from public liability.

7. **Products liability**  
This policy shall not apply to any claim or costs and expenses arising out of or in any connection with the manufacture of any products, or the construction, alteration, repackaging, repair, servicing, or treating of any products sold, supplied or distributed by the Insured and any claim arising out of the failure of any product to fulfil the purpose for which it was designed, or to perform as specified, warranted or guaranteed.

8. **Professional Fees**  
arising out of, based upon, attributable to or in any way connected with disputes involving fees, charges, commissions or any other form of remuneration or consideration for Professional Services

including but not limited to collecting the Insured's fees or commissions from persons or entities other than the Insured or the return of fees or other compensation paid to the Insured.

9. Directors' and Officers' Liability

- (i) arising out of, based upon, attributable to or in any way connected with any alleged or actual breach by an Insured of a duty owed in the capacity of a director, secretary or officer of a body corporate; or
- (ii) arising out of, based upon, attributable to or in any way connected with the issue by an Insured of any prospectus or any other form of public offering document.

10. Employers Liability / Employers Practice Liability

This policy shall not apply to any claim by any person for bodily injury, mental injury, disease or death incurred, contracted or occurring while under a contract of service or apprenticeship with the Insured, or for any breach of any obligation owed by the Insured as an employer to any employee unless this person was admitted as a patient of the Insured.

11. Pollution

This policy shall not apply to any claim or costs and expenses arising out of or directly or indirectly caused by seepage, pollution or contamination. This policy shall not apply to the cost of removing, nullifying or cleaning-up.

12. Toxic mould

This policy shall not apply to any claim or costs and expenses arising out of or directly or indirectly caused by moulds, fungi, spores or similar organics substances.

13. Fines and penalties

This policy shall not apply to any fines, penalties, punitive or exemplary damages.

14. Other Insurances

This policy shall not apply to any claim which is subject of any other insurance or of any kind of indemnity provided by any other insurance company or any medical defence organisation or any similar scheme. This policy shall not be drawn in contribution to the above mentioned other insurances.

This policy shall not apply to any claim or any circumstance which were notified under any insurance which was in force prior to the inception of this policy.

15. Retroactive date

This policy shall not apply to any claim or any circumstance arising out of any actual or alleged negligent act, negligent error or negligent omission committed by the Insured or any incident which has occurred prior to the retroactive date as stated in the schedule.

16. Prior Circumstances

This policy shall not apply to any claim arising out of any circumstance which might reasonably be expected to give rise to a claim being made and which the Insured knew about or reasonably could have foreseen or discovered prior to the policy period.

17. Asbestos

This policy shall not apply to any claim arising out of any loss in connection with any claim made against the Insured arising out of, based upon or attributable to any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos, in whatever form or quantity.

## GENERAL CONDITIONS

This policy and the schedule shall be read together as one policy and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such specific meaning wherever it may appear.

1. **Fulfilment of terms, provisions and conditions**  
The due observance and fulfilment of the terms, provisions and conditions so far as they relate to anything to be done or complied with by the Insured and the truth of the statements in the proposal made by the Insured (which shall be the basis of this contract and held to be incorporated herein) shall be conditions precedent to any liability of Income.
2. **Material alterations**  
It is a condition precedent to the Insured's right to be indemnified under this policy that the Insured give as soon as practicable notice to Income of any alteration which materially affects the risk.  
This may include but is in no way limited to
  - a) setting up a new discipline not mentioned in the proposal form
  - b) running an additional hospital not mentioned in the proposal form.
3. **Medical practitioner**  
It is a condition precedent to the Insured's right to be indemnified under this policy that the Insured shall ensure and record that throughout the policy period
  - all medical practitioners hold and maintain a valid license to practice in their respective specialisations issued or approved by applicable licensing and registration body and
  - all medical practitioners maintain membership of a medical defence organisation from which they benefit from indemnity or are otherwise fully insured in respect of their activities and potential exposure to claims
4. **Plastic / Aesthetic surgery**  
It is a condition precedent to the Insured's right to be indemnified under this policy that plastic / aesthetic surgery is performed by fully trained plastic surgeons only.  
  
A fully trained Plastic Surgeon shall mean a medical practitioner who has done at least two years basic surgical training and additional six years higher surgical training and who has successfully completed an examination by a specialist board of plastic surgeons and is registered in the respective specialist register of the applicable registration body.
5. **Anaesthesia**  
It is a condition precedent to the Insured's right to be indemnified under this policy that the performance of general anaesthesia or regional anaesthesia is done by a medical practitioner who has a specialisation in anaesthesia.
6. **Claims notification and extended reporting period**  
It is a condition precedent to the right of the Insured to be indemnified under this policy that immediately upon awareness of any claim or of any circumstance notice shall be given to Income.  
  
Notice of all claims and circumstances must notify Income as soon as reasonably practicable during the purview of the policy period save and except for the following circumstances, where the insured need to notify Income within **90 calendar days**:-
  - a) The circumstances originate from any of the following:-
    - i) fatal injury

- ii) brain damage
  - iii) spinal injury resulting in partial or total paralysis
  - iv) amputation
  - v) permanent loss of use of 100% of a limb
  - vi) blindness
  - vii) severe burns
  - viii) extensive scarring or severe facial disfigurement; or
- b) Involving infants where there has been an obstetrics or gynaecological involvement, giving rise to an adverse outcome.
7. Claims made date of notified circumstances  
If the Insured gives notice of a circumstance as required any claim subsequently made against the Insured which arises from this circumstance shall be deemed to be made and deemed to be reported to Income on that date when the circumstances were notified to the Insurer.
8. Hospital medical records  
The Insured shall at all times maintain accurate descriptive records of all professional services which shall be available for Inspection and use by Income or its duly appointed representatives insofar as the request is related to any claim or circumstance.
9. Claims control and claims co-operation  
Notwithstanding anything to the contrary contained in this policy it is a condition precedent to Income's liability under this policy that:  
  
The Insured shall give to Income written notice as soon as reasonably practicable of any claim made against the Insured in respect of the business insured hereby or of the Insured's awareness of any circumstances which could give rise to such a claim.  
  
The Insured must give notice under this clause to:  
  
The Claims Manager  
Income Insurance Limited  
75 Bras Basah Road  
Income Centre  
Singapore 189557  
Fax number: 63381500  
  
The Insured shall furnish Income with all information known to the Insured in respect of claims or circumstances notified as mentioned above and shall thereafter keep Income fully informed as regards all developments relating thereto as soon as reasonably practicable.  
  
Income shall have the right at any time to appoint adjusters and/or representatives to act on their behalf to control all investigations, adjustments and settlements in connection with any claim or circumstance notified to Income as aforesaid.  
  
At the request of Income the Insured shall co-operate with Income and any persons designated by Income in the investigation, adjustment and settlement of any loss notified to Income.  
  
Income shall bear the cost of its own involvement. The Insured shall assist in the defence of any claim at the Insured's own expense.
10. Loss mitigation  
The Insured shall take all reasonable precautions to prevent or minimise injury, illness, loss or damage which may give rise to a claim under this policy.

11. **Claims settlement**  
Income shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any Claim.
- The Insured shall not be required to contest any legal proceedings unless a Legal Counsel (to be mutually agreed upon by the Insured and Income) shall advise that such proceedings should be contested.
- In the event that Income elects to settle any Claim, Income may discharge its total liability under the policy by paying the then available Limit of Indemnity to the Insured.
- In the event that the Insured wishes to continue to contest any Claim which, in the opinion of Income should be settled, then the Insured may so elect, provided Income's liability in respect of any such Claim shall not exceed the amount for which, but for such election, the Claim could have been settled, together with costs and expenses payable in accordance with this policy and incurred up to the date of such election.
- Income may, if it believes that any Claim will not exceed the policy's Deductible, instruct the Insured to conduct the defence of the Claim. In such circumstances, Income will reimburse the Insured for all reasonable Defence Costs in the event that any payment made to dispose of the Claim by way of damages including Defense Costs exceeds the policy's Deductible.
12. **Release from liability by payment of the sum insured**  
Income may pay to the Insured the maximum sum payable under this policy in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and Income shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment
13. **Subrogation**  
It is hereby agreed that if any payment is made under this policy in respect of a claim, Income is thereupon subrogated to all the Insured's rights of recovery in relation thereto.
14. **Fraudulent claims**  
If the Insured makes any request for payment knowing the same to be fraudulent or false, as regards the amount or otherwise, this policy shall become void ab initio and all premiums paid shall be forfeited and all payments to the Insured under this policy shall be returned.
15. **Policy Jurisdiction and policy interpretation**  
In the event of any dispute arising between the Insured and Income this policy shall be governed by the law of the Territory specified in the schedule whose courts shall be the only ones having jurisdiction in any dispute arising hereunder.
- This policy is governed by and should be interpreted in accordance with the law of the Territory specified in the schedule.
16. **Jurisdictional Scope**  
The indemnity provided by this policy is restricted to apply in respect of
- compensation resulting from judgement rendered by or obtained from a court of competent jurisdiction in the Territory stated in the schedule
  - charges, expenses and legal costs incurred and recoverable in the Territory stated in the schedule.



17. Cancellation

This policy may be cancelled by the Insured by surrendering thereof to Income or any of its authorised representatives or by giving written notice to Income stating when the cancellation shall be effective.

This policy may be cancelled by Income by written notice stating when such cancellation shall be effective provided the effective period shall not be less than sixty (60) days.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period.

If either Party cancel the Policy, the earned premium shall be computed pro-rata. Premium adjustment may be made either at the time cancellation within seven (7) days after cancellation becomes effective, and the refund of unearned premium must be refunded to either party within fourteen (14) days thereof, subject to a minimum retention premium of S\$109.00 (after GST), provided always that there are no Claims or Circumstances notified to Income under this Policy; otherwise, the premium is deemed to be fully earned.

18. Premium payment warranty

It is warranted that all premium due to Income under this policy is paid within 60 days from inception.

Non-receipt by Income of such premium, by midnight (local standard time) of the premium due date, shall render this policy void with effect from inception.

19. Discovery Period

If the Insured or Income terminates or refuses to renew this policy, then the Insured shall have the right, upon payment of an additional premium of 50 percent of the full annual premium to a discovery period of 12 months following the effective date of termination or non-renewal.

The Insured shall be entitled to a 30-day discovery period at no additional premium if this policy is not renewed by either the Insured or Income. If the Insured elects to purchase a discovery period, this 30-day discovery period shall be part of and not in addition to the purchased discovery period.

To purchase the discovery period, the Insured must request its purchase in writing within 30 days of the termination date of the policy and pay the additional premium within 60 days of the termination date. The additional premium is not refundable and the discovery period is not cancellable.