

## South China Insurance Medical Malpractice Insurance ( For Medical Institution )

106.03.20(106)華產企字第064號函備查

### Preamble

This is a claims made and notified policy whereby the **Insurer** has accepted a completed **Proposal Form** from the **Insured**.

Subject to receipt of the premium specified in the **Schedule**, the **Insurer** agrees with the **Insured** to provide insurance in accordance with the terms of this **Policy**.

### Insuring Clause

The **Insurer** will indemnify the **Insured** for; -

- 1) any **Loss** incurred by the **Insured** that arises from any **Claim** first made against the **Insured** and which is notified to the **Insurer** during the **Policy Period** for any **Wrongful Professional Act** of the **Insured**, and
- 2) **Defence Costs** incurred, either by the **Insurer** or the **Insured** with the prior written consent of the **Insurer**.

### Automatic Extensions

The following Extensions are automatically included in this **Policy** and are always subject to the other terms, conditions and exclusions of this **Policy** unless specifically expressed to the contrary.

In no event will the operation of any Automatic Extension increase the **Limit of Indemnity** specified in the **Schedule**.

#### 1. Official Investigations, Inquiries or Proceedings

The **Insurer** will indemnify the **Insured** for any reasonable legal costs incurred by any **Insured** with the prior written consent of the **Insurer** for representation at any civil, criminal, administrative or disciplinary inquiry, investigation or hearing held by any official or legally constituted body provided that –

- (i) the **Insured** is legally required or compelled to attend such inquiry, investigation or hearing; and
- (ii) such inquiry, investigation or hearing pertains to the provision of **Medical Services** by or on behalf of the **Insured** in the conduct of the **Speciality of the Insured** or matters directly arising therefrom, and
- (iii) such inquiry, investigation or hearing does not pertain to the provision of **Medical Services**

prior to the **Retroactive Date**; and

(iv) notice of such inquiry, investigation or hearing is first received by the **Insured** during the **Policy Period** and notified to the **Insurer** during the **Policy Period**; and

(v) the **Insurer** will not indemnify the **Insured** in respect of any employment, travel or accommodation expenses incurred by the **Insured**; and

(vi) the aggregate amount of all payments made by the **Insurer** pursuant to this Extension will not exceed the Sub-Limit specified in Item 6 of the **Schedule**.

## **2. Misleading, Deceptive or Unconscionable Conduct**

Notwithstanding Exclusion 1(k), the **Insurer** will indemnify the **Insured** for any **Loss** and directly related **Defence Costs** incurred by the **Insured** that arises from any **Claim** first made against the **Insured** and which is notified to the **Insurer** during the **Policy Period** for any death, bodily injury, mental injury, illness or disease of any patient of the **Insured** arising out of any inadvertent misleading, deceptive or unconscionable conduct by the **Insured** in the provision of **Medical Services** by or on behalf of the **Insured** in the conduct of the **Speciality of the Insured**. However, such indemnity shall not apply to any **Insured**;

(i) engaging in such conduct knowing it to be misleading, deceptive or unconscionable, or

(ii) condoning such conduct of any person or entity.

## **3. Loss of Documents**

The **Insurer** will indemnify the **Insured** for any reasonable costs and expenses incurred by the **Insured** with the **Insurer's** prior written consent to replace and/or restore any **Documents** which have been damaged, destroyed or lost and after diligent search cannot be found, provided that;

(i) such **Documents** were damaged, destroyed or lost in the provision of **Medical Services** by or on behalf of the **Insured** in the conduct of the **Speciality of the Insured**; and

(ii) such **Documents** were not damaged, destroyed or lost (in part or in whole) prior to the **Retroactive Date**; and

(iii) such **Documents** were owned by a third party and were in the physical possession of the **Insured** within the territorial limits of Taiwan; and

(iv) the subject damage, destruction or loss is first discovered by the **Insured** and notified to the **Insurer** during the **Policy Period**; and

(v) notwithstanding anything to the contrary in this Extension, the **Insurer** will not indemnify the **Insured** in respect of any damage, destruction or loss of any **Documents** directly or indirectly arising from, in whole or in part, wear and tear or any other gradual process; and

(vi) the **Insured** provides satisfactory documentary proof of such damage, destruction or loss; and

(vii) the aggregate amount of all payments made by the **Insurer** pursuant to this Extension will not exceed the Sub-Limit specified in Item 6 of the **Schedule**.

## **4. Dishonesty or Malice**

The **Insurer** will indemnify the **Insured** for any **Loss** and directly related **Defence Costs** incurred by the **Insured** that arises from any **Claim** first made against the **Insured** and which is notified to the **Insurer** during the **Policy Period** and which would otherwise be excluded by reason of Exclusion 1(a) of this **Policy** except the **Loss** and **Defence Costs** of any person committing or condoning any dishonest, fraudulent, criminal, malicious, reckless or wilful conduct which is the subject of Exclusion 1(a).

The aggregate amount of all payments made by the **Insurer** pursuant to this Extension will not exceed the Sub-Limit specified in Item 6 of the **Schedule**.

### **5. Vicarious Liability**

The **Insurer** will indemnify the **Insured** for any **Loss** and directly related **Defence Costs** incurred by the **Insured** that arises from any **Claim** first made against the **Insured** and which is notified to the **Insurer** during the **Policy Period** for any **Wrongful Professional Act** of any employee of the **Insured** in the provision of **Medical Services** by or on behalf of the **Insured** in the conduct of the **Business of the Insured**.

### **6. Good Samaritan Acts**

Notwithstanding Definitions 1 (Speciality of the Insured) and 11 (Medical Services), the provision of medical treatment at the scene of a medical emergency, accident or disaster by any party comprising the **Insured** who is present either by chance, or in response to an emergency call following a disaster, shall be deemed to be the provision of **Medical Services** by or on behalf of the **Insured** in the conduct of the **Speciality of the Insured**.

## **Optional Extensions**

The following Extensions are only included in this **Policy** where agreed by the **Insurer** and so specified in Item 7 of the **Schedule**. All such Extensions are always subject to the other terms, conditions and exclusions of this **Policy** unless specifically expressed to the contrary.

In no event will the operation of any Optional Extension increase the **Limit of Indemnity** specified in the **Schedule**.

### **1. Automatic Reinstatement**

The **Insurer** agrees to reinstate the **Limit of Indemnity** for subsequent **Claims** unrelated to any previously notified **Claim**; however the aggregate amount so reinstated in respect of all **Claims** under this **Policy** shall not exceed the **Limit of Indemnity**.

The liability of the **Insurer** for all **Loss, Defence Costs**, settlement or any other payment in respect of any single **Claim** will not exceed the **Limit of Indemnity**, and for the purposes of this **Policy**, where more than one **Claim** arises from or is attributable to a **Single Wrongful Professional Act** or the same or related conduct, such **Claims** shall jointly constitute a single **Claim**.

Reinstatement under this Extension only applies in excess of the total aggregate indemnity available under any policy or policies, which apply in excess of this **Policy**.

### **2. Public Liability & Products Liability**

The **Insurer** will indemnify the **Insured** for:-

(i) any **Loss** incurred by the **Insured** that arises from any **Claim** first made against the **Insured** and which is notified to the **Insurer** during the **Policy Period** arising out of any;

(a) **Personal Injury**; or

(b) **Property Damage**; or

(c) **Advertising Liability**.

(ii) **Defence Costs** incurred, either by the **Insurer** or the **Insured** with the prior written consent of the **Insurer**.

For the purposes of this Optional Extension only, Exclusions 1 g) Efficacy and 1 i) Occupiers

Liability are deleted and the words “motor vehicle” are deleted from Exclusion 1 j) Motor Vehicles/Aircraft/Watercraft in respect of any indemnity which may be available under this Optional Extension.

## **Exclusions**

1. The **Insurer** will not be liable to indemnify the **Insured** for any **Loss, Defence Costs**, settlement or any other payment directly or indirectly arising out of, based upon, attributable to or in consequence of:

**a) Dishonesty or Deliberate Conduct**

(i) any actual or alleged dishonest, fraudulent, criminal or malicious conduct of any **Insured**, or any consultant, sub-contractor or agent of the **Insured**; or

(ii) any conduct of the **Insured** or any consultant, sub-contractor or agent of the **Insured** committed or allegedly committed with a reckless disregard for the consequences thereof; or

(iii) any conduct of the **Insured** or any consultant, sub-contractor or agent of the **Insured** committed or allegedly committed with criminal intent or purpose, or with knowledge that such conduct was in breach of any statute, contract or duty:

**b) Fidelity**

any loss of money, precious metal, precious or semi-precious gemstones, negotiable instruments including shares, bearer bonds, coupons, stamps, bank or currency notes:

**c) Insolvency**

any liquidation, bankruptcy or insolvency of the **Insured**:

**d) Contractual or Commercial Liabilities**

(i) any contractual or assumed liability, unless the **Insured** would in any event be legally liable in the absence of such contractual or assumed liability; or

(ii) any liability assumed by an **Insured** under any guarantee or warranty; or

(iii) any waiver by the **Insured** of their legal rights of recovery against any other party; or

(iv) any trading debt incurred by the **Insured**:

**e) Known Circumstances**

(i) any facts or circumstances which may give rise to a **Claim** or any **Wrongful Professional Act** or related **Wrongful Professional Act** notified under any previous policy; or

(ii) any facts or circumstances which may give rise to a **Claim** or to any **Wrongful Professional Act** or related **Wrongful Professional Act** declared on the **Proposal Form** or any previous proposal form or application for insurance; or

(iii) any facts or circumstances which may give rise to a **Claim** of which the **Insured** was aware, or ought reasonably to have been aware, prior to the **Policy Period**:

**f) Retroactive Date**

any **Wrongful Professional Act, Personal Injury, Property Damage, Advertising Liability** or other act, error or omission that occurred prior to the **Retroactive Date**:

**g) Efficacy**

(i) the replacement of or lack of efficacy of any goods manufactured, sold, designed, specified,

formulated, constructed, installed, distributed, treated, serviced, altered, repaired or supplied by the **Insured**; or

(ii) any defect in any goods manufactured, sold, designed, specified, formulated, constructed, installed, distributed, treated, altered, repaired, supplied or serviced by the **Insured**;

**h) Employers' Liability**

death, bodily injury, mental injury, illness or disease of any person who;

(i) was an employee of the Insured or who was under any form of contract of employment, service or apprenticeship with the Insured; or

(ii) was a student under the supervision of the Insured,

except where such death, bodily injury, mental injury, illness or disease was sustained or contracted whilst such person was a patient of the **Insured**:

**i) Occupier's Liability**

any occupation or ownership or management of any real property by the **Insured**:

**j) Motor Vehicles/ Aircraft/ Watercraft**

the ownership, use, operation, or maintenance of any motor vehicle, aircraft or watercraft of any kind:

**k) Statutory Liability**

any statutory liability unless the **Insured** would in any event be legally liable in the absence of the relevant statutory provision or provisions:

**l) War/ Terrorism**

(i) war, invasion, acts of foreign enemies, or hostilities (whether war is declared or otherwise); or

(ii) insurrection, civil or military uprising, rebellion, revolution, civil war or military or usurped power; or

(iii) terrorism; being any act, or preparation in respect of an act, of any person or group of people, including but not limited to the use of or threat of force or violence, where the purpose of such act by its nature or context is to further a political, religious, ideological, ethnic or similar aim and/ or to intimidate or influence a government (whether lawfully constituted or otherwise), the public or any section of the public, unless such **Loss, Defence Costs**, settlement or payment arises solely and directly from the provision of **Medical Services** by or on behalf of the **Insured**; or

(iv) the confiscation, nationalisation, requisition or destruction of, or damage to, any property by or under order (whether lawful or otherwise) of any government, public or local authority; or

(v) the imposition of any economic, trade or political sanctions (whether lawful or otherwise) by any sovereign power; or

(vi) the use of military or para-military force or personnel or warlike action taken by any government, public or local authority to control, prevent, suppress, defend against, retaliate or to otherwise respond to any act described in paragraphs (i) to (v) of this Exclusion:

**m) Nuclear Risks**

(i) the use, storage, handling or transport of any radioactive material; or

(ii) the use or operation of any nuclear reactor, particle accelerator, particle generator or similar device; or

(iii) ionising radiation or contamination by radioactivity from any nuclear fuel, weapon, waste or other radioactive material whether occurring naturally or otherwise; or

(iv) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or

(v) the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon, nuclear explosive device or nuclear component thereof:

except where such **Loss, Defence Costs**, settlement or payment arises solely and directly from the ordinary use of medical and/ or diagnostic equipment incorporating radioactive isotopes and/ or radium compounds and/ or involving the emission of ionising radiation:

**n) Asbestos**

asbestos in whatever form or quantity; except any **Loss, Defence Costs**, settlement or payment arising solely and directly from the treatment by or on behalf of the **Insured** of any asbestos related disease or condition:

**o) Intoxicants**

any treatment, procedure or service rendered by any person under the influence of any intoxicant, narcotic or illegal substance:

**p) Clinical Trials**

the conduct of any clinical or drug trial by or on behalf of the **Insured**:

**q) Sexual Conduct**

any actual, alleged or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation occurring under the guise of treatment or in the course of actual treatment or otherwise:

**r) Computer Virus**

any computer virus:

**s) Genetic Damage**

any genetic damage or genetic manipulation:

**t) IVF Treatment**

the actual or alleged provision of in-vitro-fertilisation treatment, procedures or services;

**u) Employment Practices**

any actual or alleged wrongful or unfair dismissal, denial of natural justice, defamation, misrepresentation or misleading advertising, sexual harassment or discrimination in respect of employment by the **Insured**.

**v) Communicable Diseases**

SARS, AIDS, Bovine spongiform encephalopathy (BSE)/Creutzfeldt–Jakob disease, Avian Influenza or Bird flu, or related to SARS, AIDS, Bovine spongiform encephalopathy (BSE)/Creutzfeldt–Jakob disease, Avian Influenza or Bird flu, or related to their pathogens.

**2.** The **Insurer** will not be liable to indemnify the **Insured** for any **Loss, Defence Costs**, settlement or any other payment in respect of any **Claim**:

**a) Known Claims**

(i) that has been notified under any previous policy; or

(ii) declared on the **Proposal Form** or any previous proposal form or application for insurance; or

(iii) known to the **Insured** prior to the **Policy Period**:

**b) Related Parties**

which is brought by or initiated by or on behalf of;

- (i) any **Insured**; or
- (ii) any person who is a spouse, domestic partner, companion, parent, child or sibling of the **Insured**, or parent of a spouse, domestic partner or companion of the **Insured**; or
- (iii) any person or entity with a financial, executive or managerial interest in the **Insured**; or
- (iv) any entity in which the **Insured** has a financial, executive or managerial interest; or
- (v) any agent, consultant, contractor or sub-contractor engaged directly or indirectly by any **Insured**:

this Exclusion however, does not apply to any **Loss** or **Defence Costs** arising from any **Claim** made by an independent third party without the co-operation or solicitation of any **Insured** or any **Claim** made in respect of death, bodily injury, mental injury, illness or disease sustained or contracted by any person whilst such person was a patient of the **Insured**:

#### **c) Jurisdictional Limits**

- (i) brought in a court of law or before a judicial, administrative, arbitral or disciplinary panel of any description outside Taiwan, its territories, protectorates or dependencies; or
- (ii) directly or indirectly arising out of, based upon, attributable to or in consequence of the enforcement of any judgement, order or award obtained within or pursuant to the laws of the United States of America, Canada, their territories, protectorates or dependencies.

### **3. Exclusions Specific to Optional Extension 2 Only**

The following exclusions apply only to any indemnity which may be available under Optional Extension 2 when such Extension is included in this **Policy** and apply in addition to all other exclusions specified in this **Policy**.

The **Insurer** will not be liable to indemnify the **Insured** for any **Loss**, **Defence Costs** or settlement or any other payment directly or indirectly arising out of, based upon, attributable to or in consequence of:

#### **a) Advertising Liability**

Advertising Liability resulting from:

- (i) the unauthorised appropriation of ideas by reason of breach of an implied contract; or
- (ii) the failure of performance or breach of contract; or
- (iii) statements made at the direction of the **Insured** or authorised representative of the **Insured** with the knowledge of the falsity thereof; or
- (iv) incorrect description of any article or commodity; or
- (v) mistake in advertised price.

#### **b) Design Error**

the design, plan, formula or specification of any goods or services or any instructions, advice or information on the characteristics, use, storage or application of any goods or services.

#### **c) Fund Raising Events**

any fund raising event arranged by the **Insured**, or other event requiring crowd control or special permission from the police and or local government authority except where such an event has been notified in writing to the **Insurer** and the **Insurer** has agreed in writing to exempt such event from this Exclusion subject to any terms and conditions on such exemption as the **Insurer** may impose.

#### **d) Harmful Nature/ Unsuitability of Products**

damage to the **Insured's Products** if such damage is attributable to any defect or harmful nature or

unsuitability thereof.

**e) Industrial Awards**

the provisions of any industrial award or policy or determination where such liability would not have been imposed in the absence of such industrial award or policy or determination.

**f) Libel and Slander**

the publication or utterance of a libel or slander:

(i) made prior to the **Policy Period**; or

(ii) made by or at the direction of the **Insured** with the knowledge of the falsity thereof; or

(iii) related to advertising, broadcasting, printing, publishing or telecasting activities by or on behalf of the **Insured**.

**g) Loss of Use**

the loss of use of tangible property which has not been physically damaged or destroyed resulting from:

(i) a delay in or lack of performance by or on behalf of the **Insured** of any contract or agreement; or

(ii) the failure of the **Insured's Products** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the **Insured**, but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the **Insured's Products** after such products have been put to use by any person or entity other than the **Insured**.

**h) Pollution**

the discharge, dispersal, release or escape of any **Pollution** into or upon land, the atmosphere or any water course or body of water including any expense incurred in the prevention of such discharge, dispersal, release or escape.

However, this Exclusion does not apply if such discharge, dispersal, release or escape arises out of a sudden unexpected and unintended happening which takes place in its entirety at a specific time and place and occurs outside of the United States of America or Canada.

**i) Property in Physical or Legal Control**

Property Damage to property owned by the **Insured** or property in the physical or legal control of the **Insured**, except

(i) any **Vehicle** not owned or used by or on behalf of the **Insured** in the physical or legal control of the **Insured** where such property damage occurs whilst any such **Vehicle** is in a car park owned or operated by the **Insured**; or

(ii) premises or part of premises including contents thereof leased or rented or temporarily occupied by the **Insured**; or

(iii) property owned by an employee of the **Insured** or visitor to the **Insured's** premises; or

(iv) property owned by a patient of the **Insured**, except property which has been entrusted to the **Insured** and stored in a secure location the access to which is specifically restricted to designated employees of the **Insured**.

**j) Repair, Replacement or Recall of Products**

the withdrawal, inspection, repair, replacement or loss of use of the **Insured's Products** or any property of which such products form a part, if such products or property were withdrawn from the market or from use because of any known or suspected defect or deficiency therein.



## **k) Toxic Mould**

- (i) the existence, inhalation or exposure to any **Fungus** and/ or **Spore**; or
- (ii) any costs or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any **Fungus** and/ or **Spore**.

## **l) Vehicles**

the ownership, maintenance, operation or use by the **Insured** of any **Vehicle** being used in circumstances in respect of which there is required to be in force a policy of compulsory liability insurance or statutory indemnity, but this Exclusion does not apply to:

- (i) the use of any tool or plant forming part of or attached to or used in connection with any **Vehicle** (excluding whilst the **Vehicle** is travelling, transporting or carting goods) at any work site; or
- (ii) Property Damage arising out of or in connection with the loading or unloading of any **Vehicle**;  
or
- (iii) liability arising out of the use by an employee of the **Insured** or other persons in the course of the **Speciality of the Insured** of any **Vehicle** not owned, hired, leased or supplied by the **Insured** and not required to be insured by the **Insured** by virtue of any legislation governing its use, but excluding the **Insured's** liability in respect of damage to any such **Vehicle**.

# **General Conditions**

## **1. Limit of Indemnity**

- (i) The total liability of the **Insurer** under this **Policy** for all **Loss, Defence Costs**, settlement or any other payment in respect of any one **Claim** and in the aggregate for all **Claims** shall in no event exceed the **Limit of Indemnity**.
- (ii) Nothing in this **Policy** operates to increase the **Limit of Indemnity** or any Sub-Limit specified in any Extension or in the **Schedule**.
- (iii) The **Limit of Indemnity** is inclusive of any Sub-Limit specified in any Extension or in the **Schedule**.

## **2. Retention**

- (i) The **Insurer** shall only be liable to indemnify the **Insured** for such amount of any **Loss, Defence Costs**, settlement or other payment that may be the subject of indemnity under this **Policy** (including any Extension or Optional Extension) in respect of any one **Claim** which is in excess of the retention amount specified in Item 8 of the **Schedule**. The retention amount is to be borne by the **Insured** and shall remain uninsured.
- (ii) A single retention amount shall apply to all **Loss, Defence Costs**, settlement or other payment arising from all **Claims** alleging a **Single Wrongful Professional Act**.

## **3. Claim Notification and Reporting**

**Notification** of any **Claim** and any other notice required by this **Policy** shall be given in writing to:  
South China Insurance

## **4. Conduct of Defence**

- (i) The **Insured** shall not settle any **Claim**, incur any **Defence Costs**, make any admission, offer or

payment or otherwise assume any contractual obligation with respect to any **Claim** without the prior written consent of the **Insurer**. The **Insurer** shall not be liable for any settlement, **Defence Costs**, admission, offer or payment, or assumed obligation to which it has not given prior consent.

(ii) The **Insurer** shall be entitled at any time to conduct, in the name of the **Insured**, the defence or settlement of any **Claim**. Any amount incurred by the **Insurer** on behalf of the **Insured** shall be deemed to be part of any **Loss** or **Defence Costs** (as applicable) in respect of such **Claim**.

(iii) The **Insured** shall use due diligence and do and concur in all things reasonably practicable to avoid or diminish any **Loss** and **Defence Costs**.

(iv) The **Insured** shall disclose to the **Insurer** all relevant information and shall provide assistance to the **Insurer** as it may reasonably require to enable the **Insurer** to investigate and to defend any **Claim** and/ or to enable the **Insurer** to determine its liability under this **Policy**. The **Insured** shall bear their own costs incurred in complying with this clause.

## **5. Insured's Rights in Respect of Defence and Settlement**

(i) The **Insurer** shall not require the **Insured** to contest any **Claim** unless a Senior Counsel (to be mutually agreed by the **Insurer** and the **Insured**) shall advise that such **Claim** should be contested. In formulating such advice, Senior Counsel shall take into consideration the economics of the matter (including potential **Loss** and **Defence Costs**) and the prospects of the **Insured** successfully defending the **Claim**. The cost of such Senior Counsel's opinion shall be regarded as part of the **Defence Costs**.

(ii) In the event that the **Insurer** recommends settlement in respect of any **Claim** and the **Insured** does not agree that such **Claim** should be settled, the **Insured** may elect to contest such **Claim** provided always that the liability of the **Insurer** for all **Loss**, **Defence Costs**, settlement or other payment in connection with such **Claim** shall not exceed the amount for which the **Insurer** would have been liable had the **Claim** been so settled.

## **6. Subrogation**

(i) If indemnity is granted under this **Policy** in respect of any **Claim**, the **Insurer** shall be subrogated to all of the **Insured's** rights of recovery, contribution and indemnity in respect of such **Claim**.

(ii) The **Insured** must always act to secure and preserve all rights of recovery, contribution and indemnity, and must provide all necessary assistance and execute all documents to enable the **Insurer** to enforce those rights referred to in General Condition 6(i).

## **7. Other Insurance**

(i) This **Policy** shall apply only in excess over:

(a) any other insurance specified in the **Proposal Form**;

(b) any other insurance declared to the **Insurer** under General Condition 7(ii);

and any renewal or substitute for such insurances.

(ii) The **Insured** must notify the **Insurer** of any other professional liability insurance;

(a) to which it is a party or an insured; and

(b) which relates to the provision of **Medical Services** by or on behalf of the **Insured**;

within 14 days of such insurance being effected.

## **8. Notice and Authority**

The **Insured** specified in Item 2 of the **Schedule** shall act on behalf of all **Insureds** with respect to;

- (i) the receipt and acknowledgement of all notices required by law; and
- (ii) the giving and receiving of notice under this **Policy**, including **Notification**; and
- (iii) the payment of premiums that may become due under this **Policy**; and
- (iv) the receipt and acceptance of any endorsements issued to form a part of this **Policy**.

#### **9. Assignment**

This **Policy** and any rights hereunder cannot be assigned without the prior written consent of the **Insurer**.

#### **10. Governing Law**

Any interpretation of this **Policy** relating to its construction, validity or operation shall be made in accordance with the laws of Taiwan.

#### **11. Plurals and Headings**

- (i) The headings of the clauses and paragraphs in this **Policy** are for convenience only and do not lend any meaning to this contract.
- (ii) The singular terms used in this **Policy** include the plural and vice versa, except where the context requires otherwise.
- (iii) In this **Policy** words in bold have special meaning and are defined.

#### **12. Cancellation/Termination**

- (i) The **Insured** may cancel this **Policy** by giving notice in writing to the **Insurer** at any time.
- (ii) The **Insurer** may cancel this **Policy** by giving 1 months notice in writing to the **Insured**.
- (iii) After cancellation by the **Insured** or the **Insurer** a refund of premium will be allowed pro-rata of the premium for the unexpired **Policy Period**.

#### **13. Currency**

All premiums, limits, retentions and other amounts under this **Policy** are expressed and payable in Taiwanese currency.

#### **14. Material Change to Risk**

The **Insured** shall immediately notify the **Insurer** of any material change in the risk that is the subject of this **Policy** during the **Policy Period**, including but not limited to:

- (i) any **Insured** going into any form of bankruptcy, administration, receivership or liquidation or any **Insured** failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding-up proceedings; or
- (ii) any material change in the nature of the **Medical Services** provided by the **Insured** or the **Speciality of the Insured**; or
- (iii) the cancellation of, modification of or failure to maintain registration with the Department of Health, Executive Yuan R.O.C (Taiwan), The Taiwan Medical Association, any of their respective sub-organisations or other similar bodies.

Where such notice is given, the **Insurer** shall be entitled to negotiate with the **Insured** the terms for the continuation of this **Policy**. The **Insurer** shall also be entitled to cancel this **Policy** in accordance with Condition 12 of this policy.

The **Insurer** shall be entitled to reduce any indemnity which may be available under this **Policy** in respect of any **Claim** to the extent of any prejudice suffered by the **Insurer** arising from any failure by the **Insured** to comply with this condition.

#### **15. Maintenance of Records**

The **Insured** shall at all times:

(i) maintain accurate descriptive records of all **Medical Services** and equipment used in procedures or treatment; and

(ii) retain the records referred to in General Condition 15(i);

for a period of at least 10 years from the date of treatment; or

in the case of a minor, for a period of at least 10 years after that minor attains majority; or

in the case of any obstetric procedure or treatment, for an indefinite period:

(iii) provide **the Insurer** or their authorised representatives with any records referred to in General Condition 15(i) as may be requested by the **Insurer** or their authorised representatives in the investigation or defence of any **Claim**. The **Insured** shall bear their own costs incurred in complying with this clause.

**The Insurer** shall be entitled to reduce any indemnity which may be available under this **Policy** in respect of any **Claim** to the extent of any prejudice suffered by the **Insurer** arising from any failure by the **Insured** to comply with this condition.

## **16. Requirements Regarding The Insured**

The **Insured** shall

(i) ensure that during the **Policy Period** that the **Insured** holds valid licences, and/ or is appropriately registered, to practice in their respective specialisations in the Territory in which they provide **Medical Services**; and

(ii) maintain accurate records of such licences and registrations as specified in paragraph (i) above.

**The Insurer** shall be entitled to reduce any indemnity which may be available under this **Policy** in respect of any **Claim** to the extent of any prejudice suffered by the **Insurer** arising from any failure by the **Insured** to comply with this condition.

## **17 Validity**

This **Policy** is not valid unless the **Schedule** is signed by an authorised representative of the **Insurer**.

# **Definitions**

## **1. Speciality of the Insured**

means the Speciality as specified in Item 4 of the **Schedule** conducted by the **Insured**.

## **2. Claim**

means any civil proceedings brought against an **Insured** for compensation.

Any **Claim(s)** arising out of, based upon or attributable to a **Single Wrongful Professional Act** shall be considered to be a single **Claim** for the purposes of this **Policy**.

## **3. Defence Costs**

means reasonable and necessary fees, costs and expenses consented to in writing by the **Insurer** resulting solely from the investigation, adjustment, defence and appeal of a **Claim** under this **Policy** but shall not include the salary of any **Insured**.

## **4. Documents**

means any records, deeds, wills, agreements, maps, plans, books, letters, certificates, forms and

documents of any nature whatsoever, whether written, printed or reproduced by any method, including computer records but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.

## **5. Insured**

means

(i) The Insured specified in Item 2 of the Schedule but only in respect of **Medical Services** in the conduct of the **Speciality of the Insured**;

(ii) in the event of the death, legal incompetence or bankruptcy of any natural person specified in paragraphs (ii) or (iii) below, the estate, spouse and/ or heirs of such natural person;

(iii) any natural person who is or becomes a principal, partner, director, employee, member of any ethics committee or advisory board member of any entity specified in Definition 5(i) above during the Policy Period but only in respect of Medical Services provided solely for and on behalf of such entity in the conduct of the Business of the Insured;

(iv) any natural person who has been a principal, partner, director or employee of any entity specified in Definition 6(i) above in respect of Medical Services provided solely for and on behalf of such entity in the conduct of the Business of the Insured;

## **6. Insurer**

means the insurance company specified in Item 12 of the **Schedule**.

## **7. Limit of Indemnity**

means the **Limit of Indemnity** stated in Item 6 of the **Schedule** and is the total aggregate limit of the **Insurer's** liability for all **Loss, Defence Costs**, settlement or other payment arising out of all **Claims** made against all **Insureds** under this **Policy**. All **Loss, Defence Costs**, settlement or other payment arising from any **Claim** for which **Notification** has been made during the **Policy Period** shall be subject to the **Limit of Indemnity**.

All Sub-Limits shown in Item 6 of the **Schedule** are each aggregate limits inclusive of **Defence Costs** and are not additional to the **Limit of Indemnity**.

## **8. Loss**

means compensatory damages, (whether awarded or by settlement); but shall not include;

civil or criminal fines or penalties imposed by law;

liquidated damages;

punitive, exemplary or aggravated damages;

taxes or tax reimbursements;

additional taxes or tax reimbursements that are imposed on the **Insured** other than VAT on any amount of compensatory damages payable under this **Policy**;

any amount for which any **Insured** is not financially liable or which is without legal recourse to any **Insured**.

## **9. Medical Services**

means those professional services provided by the **Insured**, as set out in the **Proposal Form**.

## **10. Notification**

means notice of any **Claim** which is provided to the **Insurer** during the **Policy Period** by an **Insured**. Such notice shall include all other relevant details and documents pertinent to the **Claim**.

## **11. Policy**

means this wording, the **Proposal Form**, the **Schedule** and any endorsements to the wording.

### **12. Policy Period**

means the period of time from the inception date to the expiry date specified in Item 5 of the **Schedule**.

### **13. Proposal Form**

means the proposal form or application for insurance dated as specified in Item 11 of the **Schedule** and –

any additional documentation attached to such proposal form or application; and

any documentation or other information provided to the **Insurer** as part of any submission made by or on behalf of the **Insured** in respect of this insurance.

### **14. Retroactive Date**

means the date specified in Item 10 of the **Schedule**.

### **15. Single Wrongful Professional Act**

means a **Wrongful Professional Act** or any related, continuous or repeated **Wrongful Professional Acts**, whether committed by the **Insured** individually or by more than one **Insured** and whether directed to or affecting one or more than one person or legal entity.

### **16. Schedule**

means the schedule attaching to and forming part of this **Policy**.

### **17. Wrongful Professional Act**

means any actual or alleged breach of professional duty by reason of:

- (i) negligence or breach of an express or implied contractual duty to use reasonable care and skill;
- (ii) breach of trust, misstatement or misrepresentation;
- (iii) breach of fiduciary duty;
- (iv) breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
- (v) libel, slander or defamation;

in a professional capacity in the provision of **Medical Services** in the conduct of the **Speciality of the Insured**.

## **Definitions Specific to Optional Extension 2 Only**

### **1. Advertising Liability**

means:

- (i) libel, slander, defamation of character or defamation;
- (ii) any infringement of patent, copyright or registered design;
- (iii) any infringement of trade mark, service mark, or trade name in a title or slogan but only where used on or in connection with goods or services sold, offered for sale or advertised;
- (iv) piracy or unfair competition or misappropriation of an idea under an implied contract;
- (v) any invasion of right of privacy;

arising out of the advertising activities of the **Insured**.

## **2. Fungus**

includes, but is not limited to, any form or type of mould, mildew, mushroom, yeast, or biocontaminant.

## **3. Insured's Products**

means any commodity, article or thing which is or deemed (whether by law or otherwise) to have been manufactured, constructed, grown, extracted, produced processed, assembled, erected, installed, treated, altered, serviced, repaired, sold, handled, supplied or distributed by the **Insured** or by others trading under the name of the **Insured** including any container thereof other than a **Vehicle** but shall not include a vending machine or any other property rented to or located for the use of others but not sold.

## **4. Personal Injury**

means:

- (i) any bodily injury, mental injury, illness, disease, disability, or death;
- (ii) false arrest, false imprisonment, malicious prosecution or humiliation;
- (iii) wrongful entry, wrongful eviction, wrongful detention or other invasion for the right to private occupancy, trespass or nuisance;
- (iv) libel slander, defamation of character or invasion of right of privacy;
- (v) unauthorised appropriation or use of confidential information or other breach of confidentiality;
- (vi) assault and battery not committed by or at the direction of the **Insured** unless committed for the purpose of preventing or eliminating danger to persons or property.

## **5. Pollution**

means any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acids alkalis chemicals or waste. Waste includes material to be recycled reconditioned or reclaimed.

## **6. Property Damage**

means loss of, physical injury to or destruction of tangible property including the loss of use thereof at anytime resulting therefrom or loss of use of tangible property which has not been physically injured or destroyed.

## **7. Spore**

includes, but is not limited to, any substance produced by, emanating from, or arising out of any **Fungus**.

## **8. Vehicle**

means any type of machine on wheels or caterpillar tracks made or intended to be propelled other than by manual or animal power.