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## South China Insurance Medical Indemnity Insurance Policy–Basic Type (For Medical Institution)

104.04.29 (104) 華產企字第 116 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 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. Offence Costs**

The Insurer will indemnify the Insured for Offence Costs incurred for any libel, slander, defamation, humiliation, threat, harassment by reason of potential loss, brought by the Insured against the third party with the prior written consent of the Insurer subject to Limit of Indemnity.

## **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. 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 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 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 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.

**w) Medical Services for particular request**

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 the medical services for non-healthy reason.

**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

### **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**

If any claim arises under this policy there is any other insurance covering the same insured interest, the Insurer shall be liable only for the prorata share of any claim that the insured amount hereunder bears to the total insured amount available from all insurances

(i) This Policy shall apply only in proportion:

(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 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 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 Specialty 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.

It is only necessary to notify the Insurer of increases in the number of Health Care Professionals to be insured under this policy where the number of Health Care Professionals increases by 10% or 2 in number, whichever is the lower.

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 and criminal 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

Any natural person as 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;

### **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