**Professional Indemnity Policy for Doctors and**

**Medical Practitioners**.

**Highlights**

The policy is meant for professionals to cover liability falling on them as a result of errors and

omissions committed by them while rendering professional services.

The policy offers a benefit of Retroactive period on continuous renewal of policy whereby claims

reported in subsequent renewal but pertaining to earlier period after first inception of the policy,

also become payable.

Group policies can also be issued covering members of one profession. Group discount in

premium is available depending upon the number of members covered.

**Scope**

The policy covers all sums which the insured professional becomes legally liable to pay as

damages to third party in respect of any error and/or omission on his/her part committed whilst

rendering professional service. Legal cost and expenses incurred in defence of the case, with

the prior consent of the insurance company, are also payable, subject to the overall limit of

indemnity selected.

Only civil liability claims are covered. Any liability arising out of any criminal act or act committed

in violation of any law or ordinance is not covered

**Who can take the policy?**

The policy is meant for professionals. We issue 'Professional Indemnity' policies to the following

group of professionals:-

• Doctors and medical practitioners - which covers registered medical practitioners like

physicians, surgeons, cardiologists, pathologists etc.

**How to select the sum insured**

In Professional Indemnity Policy, the sum insured is referred to as Limit of Indemnity. This limit

is fixed per accident and per policy period which is called Any One Accident (AOA) limit and Any

One Year (AOY) limit respectively. The ratio of AOA limit to AOY limit can be chosen from the

following:

• 1:1

• 1:2

• 1:3

• 1:4

The AOA limit, which is the maximum amount payable for each accident, should be fixed taking

into account the nature of activity of the insured and the maximum number of people who could

be affected and maximum property damage that could occur, in the worst possible accident.

**How to claim**

The term "liability" means responsibility and "legal liability" means responsibilities which can be

enforced by law. Legal Liability may be classified into Criminal Liability and Civil Liability. Only

Civil Liability claims are payable.

Civil Liability claims will arise if there is prima facie evidence of negligence by the insured

resulting in injury or death to any third party or resulting in damage to property belonging to a

person other than insured.

Negligence will be proved only when following conditions are satisfied:

1. Existence of duty of care

2. Breach of this duty

3. Injury suffered by a person or property damaged as a result of that breach.

In case of any event likely to give rise to a liability claim as described above, insurance

company should be informed immediately. In case any legal notice or summon is received, it

should be sent to the insurance company. The company has the option of arranging the defence

of the case.

The event giving rise to the claim should have occurred during the period of insurance or

retroactive period and the claim first made in writing against the insured during the policy period.

The maximum amount payable including defence cost will be the AOA limit selected. The Any

One Year limit will get reduced by the amount of claim or indemnity paid for any one accident.

Any number of such claims made during the policy period will be covered subject to the total

indemnity not exceeding the Any One Year limit.

The policy will not pay for claims arising out of contractual liability, intentional non‐compliance of

any statutory provision, loss of goodwill, slander, fines, penalties, libel, false arrest, defamation,

mental injury etc.