

GP POLICY

A overview of
features and changes





AN INTRODUCTION TO YOUR MEDPRO POLICY

This document is intended to provide an overview of some features and changes in your policy as we move underwriters from Allianz to MedPro.

This is not intended as a comprehensive guide to your new policy, so you should make sure that you review your policy documents in detail.

FEATURES OF YOUR NEW GP OCCURRENCE POLICY

1.

Territorial limits

2.

Limits of Indemnity including Tail

3.

Definition of professional services

4.

Scope of Cover

5.

Further exclusions

6.

Disclosure of material facts

7.

Consent to settle

8.

Lifestyle break

9.

Maternity leave

10.

Positive obligations

1. TERRITORIAL LIMITS

Claims must be brought in
Republic of Ireland.

Republic of Ireland.

Previously the territorial limits were ROI, Northern Ireland, Great Britain, Isle of Man and the Channel Islands.

Worldwide for Good Samaritan.

Pilgrimages if travelling with pilgrims from Ireland subject to prior notification / consent of the insurer.

Sporting teams if travelling with Irish based teams subject to prior notification / consent of the insurer.



2a. LIMITS OF LIABILITY

1.

€10m* per medical negligence claim / aggregate per year arising from professional services rendered

- Medical Malpractice
- Liability for Good Samaritan, Pilgrimages, Sporting teams, partner / locum liability
- Medico-legal expert work

*satisfies the minimum statutory requirement set by the State in conjunction with the Medical Council of Ireland

2.

€250k per claim / aggregate per year for the additional coverages listed below arising from professional services rendered

- Criminal prosecution up to an admission or judicial determination of guilt **
- Defamation
- Breach of Professional Confidentiality
- Equal Status Act Claim**
- Medical Council/HSE/local investigation or disciplinary hearing **
- Coroners Inquest **

** New insured risks not previously covered by Allianz

2b.

LIMITS OF LIABILITY

Tail Cover

3.

Convert to Occurrence

During the conversion period of seven years, each annual policy will include an Extended Reporting Coverage ('tail') Endorsement which provides cover for claims costs that are payable during that policy period on claims arising out of professional services rendered after your retroactive date with Allianz and prior to the inception date with MedPro where such claims are reported after your cover has transferred to MedPro. Any such amounts will be paid out of the €10 million limit of liability available during each annual policy period.

At the end of the conversion period, you will be issued with an Extended Reporting Coverage ('tail') Endorsement of unlimited reporting duration for any claims costs for claims arising out of professional services rendered after your retroactive date with Allianz and prior to the inception date with MedPro where such claims are reported after the conversion period ends. This endorsement will also cover any claims costs for claims reported during the conversion period which are still ongoing after the conversion period ends. Any such amounts will be paid out of the €10 million limit of liability for the policy period immediately after the conversion period.

2b. LIMITS OF LIABILITY Tail Cover (continued)

The conversion arrangement has been carefully designed to ensure that you will have no gaps in cover. If you remain with Medisec for the duration of the conversion period you will be fully converted to occurrence insurance, with no further requirement for tail cover.

Every Member will fall into one of the following three categories. If you are unsure which category you fall into, please contact Medisec.

A.

You are currently eligible for Medisec funded tail cover. You can retire at any time during the conversion period and Medisec will fund the cost of your unlimited reporting tail cover.

B.

You are due to become eligible for Medisec funded tail during the conversion period. You will be able to retire at any point after that date and Medisec will fund the cost of your unlimited reporting tail cover.

C.

You are not eligible for Medisec funded tail. If you wish to cancel your Medisec membership during the conversion period, you will need to purchase unlimited reporting tail cover.

3.

PROFESSIONAL SERVICES DEFINITION

In a professional bona fide clinical, medical or surgical capacity as a Registered General Medical Practitioner:

1.

The examination, diagnosis, treatment (including prescribing of drugs and therapy) or care of an individual patient; and/or

2.

Written or oral advice on or concerning the examination, condition, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient; and/or

3.

Cover extends to directly employed administrative or clerical staff and allied healthcare professionals acting under your supervision and performing services in connection with and incidental to your rendering of professional services.

Note: As in your previous policy, your cover relates to the professional services listed above. For the avoidance of doubt, there is no cover in place or assistance provided for your involvement in or any liability arising from employment, contractual or commercial arrangements.

4. SCOPE OF COVER

As with your previous cover, there are exclusions on activities outside of General Practice.

The Policy does not cover any Claim or Defence Costs directly or indirectly caused by or arising out of Professional Services:

i.

In respect of which the Insured does not have experience, training or accreditation or,

ii.

Which are outside the range of services normally provided by a General Practitioner, including, but not be limited to, the following:

- a. cosmetic procedures.
- b. the performance of surgery other than minor invasive procedures which are considered normal GP practice.
- c. any procedure carried out under general anaesthesia, or the administration of general anaesthesia.
- d. vasectomies other than non-scalpel vasectomies where the prior consent of the Insurer has been received.
- e. Obstetrics.

iii.

Involving the administering or prescribing of:

- a. Amphetamines for weight loss, and
- b. Unlicensed drugs unless it is routinely prescribed in general practice or part of approved clinical trial.

5. FURTHER EXCLUSIONS

All part of current exclusions:

Liability for acts of 3rd parties assumed under contract

Cyber liability

Directors & Officers

Failure to maintain licence

Guarantee of results

Motor & property

Nuclear risk, pollution, toxic mould, terrorism, war

Product or public or employers liability

Professional / business entity risk / trade or economic sanctions

Sexual misconduct or wrongful acts

Clinical Trials unless you are participating in an ethics committee approved clinical trial

6. DISCLOSURE OF MATERIAL FACTS

1.

You must disclose (honestly and with reasonable care) and not misrepresent to the insurer, before the Policy is entered into, all material information in response to every question which you may be asked to answer and in doing so you must provide us with a fair presentation of the risk being covered.

2.

Duty of disclosure also applies to any renewal, extension, variation or reinstatement of the Policy.

This duty of disclosure includes accurate disclosure of the number of sessions to be undertaken by you.

7. CONSENT TO SETTLE

This is a new and beneficial feature of your policy:

1.

It is a feature of your policy with MedPro that they will not settle any Claim without your written consent.

2.

In the event of any dispute arising in respect of the unreasonable withholding of such consent by the Insured, an independent Senior Counsel agreed by both parties will be appointed and his/her decision shall be binding.



8. LIFESTYLE BREAK

During the convert to occurrence period existing members can continue to take up to 3 lifestyle breaks in a 10 year period.

Please note:

No one lifestyle break may exceed 52 weeks.

Only Good Samaritan cover applies for the duration of the lifestyle break.

Written notification in advance of and before returning to practice must be provided to the Insurer.

Taking a lifestyle break will have implications for the duration of your conversion to occurrence.

Premium will be refunded on a proportionate basis subject to minimum earned premium.

If you have any queries, contact the [Medisec membership team](#).

9.

MATERNITY LEAVE

No one maternity leave break may exceed 52 weeks.

Only Good Samaritan cover applies for the duration of the maternity leave.

Written notification in advance of taking maternity leave and before returning to practice must be provided to the Insurer.

Premium will be refunded on a pro-rata basis corresponding to the period of maternity leave.

10. POSITIVE OBLIGATIONS REQUIRED OF POLICYHOLDERS

You must pay your premium on time.

Non-receipt of premium may render the policy void.

You must notify Medisec as soon as a claim or complaint is received and assist and cooperate fully in the investigation and / or the defence of same.

You must maintain accurate and up to date Medical Records.

You must obtain satisfactory evidence of qualifications of other Healthcare Professionals working with you, including locums.



We hope this document has provide a helpful overview of some features and changes in your policy. We strongly advise you to review all documents in your client portal.

If you have any queries whatsoever, please contact any member of the Medisec team and we would be delighted to provide you with assistance.

Medisec Ireland CLG
7 Hatch Street Lower
Dublin 2, Ireland
D02 AW92

Freephone24/7 1800460400
Tel: +353 1 661 0504
Email: info@medisec.ie
Web: medisec.ie

Medisec Ireland is an insurance intermediary and is regulated by the Central Bank of Ireland

