

## Medical Malpractice Insurance

### Special Conditions

A. Subject to the terms, exceptions, limits and conditions contained in this policy and Schedule based on a written proposal and further subject to the payment of premium,

1. The Insurance Company

(hereinafter called the "Company" or the "Insurer")

agrees to indemnify the Insured for any sums (within the limit of indemnity mentioned in the Schedule) which the Insured shall by law be held liable to pay for damages arising out of bodily or mental injury to or death of any patient caused by or alleged to have been caused by error, omission or negligence in professional services rendered or which should have been rendered (hereinafter referred to as Malpractice) by the Insured.

Provided always that:

- a) Such Malpractice results in a claim being first made against the Insured during the policy period as stated in the Schedule and of which immediate notice has been given in accordance with the other Policy conditions.
- b) As regards Malpractice committed by the Insured himself this insurance shall apply only to procedures usually performed by medical professionals in his/her specialization as listed in the Schedule.
- c) There shall be no liability hereunder for any claim first made against the Insured for Malpractice committed or alleged to have been committed prior to the Inception date (and retroactive date, if any) specified in the Schedule.

2. As regards the coverage afforded by this insurance, the Company may, if it seems necessary defend any such claim or suit in the name of and on behalf of

the Insured and will pay the costs and expenses incurred in such defense.

If the Insured refuses to consent to any settlement recommended by the Company and shall elect to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with their consent up to the date of such refusal.

If a payment in excess of the amount of indemnity available under this insurance has to be made to dispose of a claim, then the liability of the Company for costs and expenses incurred with their consent shall be such proportion thereof as the amount of indemnity available under this insurance bears to the amount paid to dispose of the claim.

### 3. Limits of Indemnity

#### a. Any one Claim

The liability of the Company for all compensation costs and expenses payable to any claimant or number of claimants in respect of any one occurrence shall not exceed the sum stated in the schedule as the limit of indemnity for any one claim.

For purposes of determining the limit of the Company's liability all claims

- arising from one specific common cause but leading to bodily injury of more than one patient
- made against more than one insured person in connection with one and the same loss

shall be considered to be one claim. The respective date of loss shall be deemed to be the date when the first claim is made in writing against the Insured.

#### b. Aggregate Limit

The liability of the Company for all compensation costs and expenses payable in respect of all claims made during any one policy period shall

not exceed the aggregate limit as stated in the schedule.

4. Insured's Deductible

Provided always that the Company is liable, in respect of each and every claim hereunder, only for that part of the claim (which for the purpose of this clause shall be deemed to include all costs and expenses incurred by the Company investigating and defending the claim) which exceeds the Insured's deductible stated in the schedule; it being understood and agreed that if any expenditure is incurred by the Company which, by virtue of this clause, is the responsibility of the Insured, then such amount shall be reimbursed forthwith to the Company by the Insured on demand.

5. The Insured shall at all times maintain accurate descriptive records of all professional services which records shall be available for inspection and use by the Company or their duly appointed representatives insofar as they pertain to any claim hereunder.

6. The Insured shall not give any oral or written statement to anyone in connection with a claim without the consent of the Company's duly appointed representative.

B. Exclusions

This policy does not cover any liability in respect of:

1. Any act committed while in violation of any law or ordinance including but not limited to the violation of Professional secrets and expertise or services rendered while under the influence of intoxicants or narcotics,
2. The lack of success of medical services rendered, In the case of Plastic/Aesthetic surgery claims for compensation arising from the patient's dissatisfaction seeing the lack of improvement in his/her aesthetic appearance after the surgery is not covered under the policy,
3. The performance by dentists and dental surgeons of general anesthesia or any procedure carried out under general anesthesia unless performed in an accredited and licensed hospital,

4. Treatments or services rendered to provoke or avoid gravidity or procreation or genetic alterations, including but not limited to operations to produce sterility in vitro-fertilization and/or abortions,
5. Any claim arising from Hepatitis Non A or any condition directly or indirectly caused by, or associated with, the human immune-deficiency syndrome (HIV) initially named as either HTLV III or LAV or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named,
6. Services rendered unless the person rendering this service has passed successfully the necessary professional exams, is registered at the Lebanese Order of Physicians and has a valid license/permission to render the specific services as far as this is required by local law or statute,
7. Damage of whatsoever nature directly or indirectly caused by or contributed to, by or arising from radiation or radioactivity,
8. The Insured providing services or exercising judgment not customary or usual to the profession and specially designated in the Schedule,
9. The manufacturer, construction, alteration, repair servicing, treating of any goods or products sold, supplied or distributed by the Insured other than made purely for use of the operations herewith insured,
10. The operation of blood banks except where these only provide blood or blood products for the operations herewith insured,
11. Any claim arising out of any incident which takes place before the inception date shown in the schedule,
12. War, invasion, act of foreign enemy, warlike operations, civil war, rebellion, revolution, strikes, riots, acts of terrorism,
13. Contractual Liability,

14. Punitive and or exemplary damages,
15. Aids related claims,
16. Drug testing or clinical trials,
17. Abortions,
18. Plastic Surgery (Esthetic damages),
19. General Third Party,
20. Employer's Liability,
21. Workers Compensation,
22. Claims arising out of the use of drugs for weight reduction,
23. Claims for any genetic damages resulting from the use of ionized rays for therapy and/or diagnosis,
24. Claims in respect of loss or losses arising out of any product for internal implantation or injection in humans, containing solid, liquid or gel silicone inside a membrane or other enclosure including without limitation – mammary implants, or constituting liquid or gel silicone for direct injection into tissue, This also extends to the respective bag, envelope or croating whatever material it is made of,
25. Claims filed, suits brought, judgments rendered outside the Lebanese territory,
26. Director's and officer's liability,
27. Claims for libel and slander,
28. Claims arising out of the dishonesty of employees,

## General Conditions

- A. If the Company become liable for any payment under this insurance in respect of loss, the Company shall be subrogated, to the extent of such payment, to all the rights and remedies of the Insured against any party in respect of such loss and shall be entitled at their own expense to sue in the name of the Insured. The Insured shall give to the Company all such assistance in his power as the Company may require to secure their rights and remedies and at the Company's request, shall execute all documents necessary to enable the Company effectively to bring suit in the name of the Insured, including the execution and delivery of the customary form of loan receipt.
- B. This insurance may be cancelled by or on behalf of the Company by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this insurance, written notice stating when, not less than 10 days hereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice, the Company retaining the pro-rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

- C. If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this insurance shall become void and all claim hereunder shall be forfeited.