



Conditions for the Health Care Provider Liability Insurance

TVMED-2016



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Unofficial translation. In case of differences in interpretation of following document, the Estonian text will be regarded as the original.

Application of conditions

1. These insurance conditions are used together with If's General Conditions for Liability Insurance.
2. These insurance conditions are a part of the **obligatory** liability insurance contract only based on an agreement between If and policyholder, which shall be indicated on the policy.

Insured persons

3. The insured persons (the insured) shall be both the health care provider and the doctors, dentists, nurses and midwives who participated in rendering the health care service and who operate on the basis of an employment contract or any other similar contract concluded with the health care provider.
4. The liability of doctors, dentists, nurses and midwives is insured only to the extent of health care services rendered in the name of the institutions indicated on the policy.

Insurance event

5. An insurance event is a violation of an obligation related to a health care service indicated on the policy (hereinafter referred to as "violation") during the insurance period, as a result of which personal injury, material damage or direct financial loss was caused to the patient, which the insured must indemnify according to the law.
6. If the violation committed by the insured is due to inaction, it shall be considered that the violation took place at the time when the insured should have performed their duty.
7. The sum insured, deductible, exclusions and other terms and conditions of the insurance contract are established according to the insurance period when the accident, which caused the damages occurred.

Obligation to maintain documents

8. The policyholder shall be obliged to keep written or electronic records on the insured activities. The insured shall be obliged to keep written or electronic records of the information on to whom, when and which health care service was rendered.

Obligation to notify patients and obtain their consent

9. The insured shall notify the patient and establish the patient's consent for rendering the health care services according to the requirements set out in legal acts.

Term for filing of claims

10. If shall indemnify the claims arising from the insurance event, which were filed to If:
 - 10.1. during the customer relations period of the health care provider liability insurance or
 - 10.2. within one year after the end of the customer relations period of the health care provider liability insurance.
11. If and the policyholder may conclude a special agreement on the extended period for filing of claims.
12. If and the policyholder may conclude a retroactive agreement on insurance cover that is indicated on the policy. In such case the insurance shall be applicable for violations that occurred during the retroactive insurance cover period indicated on the policy, provided that neither the policyholder nor the insured were aware of a violation, claim or a circumstance on which a potential claim is based before concluding the special agreement.

Customer relations period of the health care provider liability insurance

13. The customer relations period consists of the consecutive periods of If's health care provider liability insurance if the health care provider has remained the same.
14. The customer relations period expires on the last day of the insurance period, unless a next insurance period of the health care provider liability insurance commences on the next day.

Insurance validity area

15. This insurance is valid if all of the following conditions are fulfilled:
 - 15.1. the damages occurred at the insurance validity area and
 - 15.2. the claim was filed under the laws of the insurance validity area and
 - 15.3. the claim is settled at the court of the insurance validity area.
16. The insurance validity area shall be the Republic of Estonia, unless indicated differently on the policy.

Exclusions

17. **In addition to the below, exclusions set out in the General Conditions for Liability Insurance shall apply.**
18. Unlike the General Conditions for Liability Insurance, this insurance shall also cover claims related to the use of ionised radiation or radioactive radiation or laser rays, also due to, electro-magnetic field, provided that these are generally recognised or normal medical or diagnostic methods.
19. If shall not indemnify damages not related to a health care service indicated on the policy.
20. If shall not indemnify damages related to home birth. Home birth shall be a birth planned as requested by the pregnant woman, previously agreed and delivered by a midwife at home outside a hospital.
21. If shall not indemnify damages related to catering or accommodation. The above risks can be insured with company liability insurance and product liability insurance.
22. If shall not indemnify damages if the claim is based on the patient's dissatisfaction with the aesthetic result achieved with a health care service.
23. If shall not indemnify damages for which the insured is liable as a seller or manufacturer.
24. If shall not indemnify damages that are caused by a motor vehicle or building that the insured owns or uses.
25. If shall not indemnify damages related to medicinal products, methods of treatment, medical devices or any other medical research.
26. If shall not indemnify damages related to silicone implants.
27. If shall not indemnify, if the damages were caused by any contagious diseases, including AIDS, HI-virus or hepatitis.
28. If shall not indemnify damages caused by gene damages, gene manipulations or cloning.