

Endorsement

Mediserve Professional Indemnity

1. ENDORSEMENT – AMENDED DEFINITION OF MEDICAL ESTABLISHMENT

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement, **Section 2 Definition: Medical Establishment** is deleted in its entirety and replaced as follows:

Medical Establishment is defined as below:

1. **“Hospital/ Maternity Home”** wherever appearing/specified in this Policy means any institution, established for indoor care and treatment of sickness and injuries and which
 - a. has been registered either as a Hospital or Maternity Home with the local authorities and is under the supervision of a registered and qualified **Doctor**; or
 - b. should comply with minimum criteria as under:-
 - it should have at least 10 inPatient beds, in those towns having a population of less than 10,00,000 and in all other places 15 inPatient beds;
 - fully equipped operation theatre of its own, wherever surgical operations are carried out;
 - fully qualified nursing staff under its employment round the clock; and
 - fully qualified Doctor(s) should be in-charge round the clock. Or
 - c. by the nature of medical treatment is an institution which fulfils all such requirements as are necessary ordinarily or customarily for such medical treatment and shall be performed by a registered and **qualified Doctor**.
2. **“OPD Centre”** means a clinic or associated facility like a consultation room for diagnosis and treatment with the local authorities and by the nature of medical treatment is an institution which fulfils all such requirements as are necessary ordinarily or customarily for such medical treatment and shall be performed by a registered and qualified **Doctor**.
3. Clinic operated by a single **Doctor** which is registered with the local authorities and fulfils all such requirements as are necessary ordinarily or customarily.

For the purpose of this endorsement, the cover does not include an establishment, which is a place of rest, a place for the aged, a place for drug-addicts or place of alcoholics, a hotel or any other like place and does not include the clinical establishments owned, controlled or managed by the Armed Forces.

Subject otherwise to the terms, conditions and exclusions of this Policy. All other terms and conditions remained unchanged.

2. ENDORSEMENT – PROPERTY DAMAGE CARVE BACK

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement, **Exclusion 3.1** is deleted in its entirety and replaced as follows :

Any **Claim** directly or indirectly arising out of, based upon, attributable to or as a consequence of **Property Damage**.

This carve-back is sub-limited to _____ % of the **Limit of Liability**.

The above mentioned sub-limits are part of and not in addition to the Limits of Liability otherwise set forth in such Item ____ of the Schedule

3. ENDORSEMENT – COURT ATTENDANCE FEES

It is hereby agreed and declared that **Company** shall pay for Court Attendance fees for any **Insured** who actually

attends court as a witness in connection with a **Claim** notified under and covered by this policy. Defence Costs will include the following rates per day for each day on which attendance in court has been required and made:

The Limits of Liability set forth below are sub-limits which are part of and not in addition to the Limits of Liability otherwise set forth in Item ___ of the Schedule.

Sublimit – As mentioned in the policy schedule

Rates per day - XXXX

No **Deductible** shall apply to this Extension

Subject otherwise to the terms, conditions and exclusions of this Policy

4. EXCLUSION - COSMETIC PLASTIC SURGERY WITH CARVEBACK FOR BURNS / TRAUMATIC INJURIES

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement, **Exclusion 3.26** is amended by adding the following:

any **Claim** directly or indirectly arising out of cosmetic plastic surgery including but not limited to hair transplants, punch graft, flap rotation, silicone implants and / or similar surgeries referred to as cosmetics. This exclusion shall not apply to corrective cosmetic surgery in connection with burns and/ or traumatic injuries.

Subject otherwise to the terms, conditions and exclusions of this Policy.

All other terms and conditions remained unchanged.

5. ENDORSEMENT - AMENDMENT TO INTELLECTUAL PROPERTY

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement, **Exclusion 3.5** is deleted in its entirety and replaced with following.

based upon, arising from, or in consequence of invasion of privacy or infringement of copyright, patent, service mark, trade name, design right or trade mark, whether registrable or not, or misappropriation of ideas or trade secrets or know how or any assertion or infringement of any intellectual property right; provided that this exclusion shall not apply unless such infringement or misappropriation is unintentional. Infringement or misappropriation for the purposes of this exclusion shall not be deemed unintentional unless the **Insured** can demonstrate to the **Company** that it has exercised reasonable due diligence to avoid such infringement or misappropriation; and absolute exclusion to Patent and Trade secrets

The Limits of Liability set forth below are sub-limits which are part of and not in addition to the Limits of Liability otherwise set forth in Item ___ of the Schedule.

Sublimit – As mentioned in the policy schedule

Subject otherwise to the terms, conditions and exclusions of this Policy

6. ENDORSEMENT - DEFAMATION (Libel & Slander)

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement, **Exclusion 3.7** is deleted in its entirety and replaced with following:

It is hereby agreed and understood that **Company** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for libel or slander committed unintentionally by an **Insured**. **We** shall continue to pay **Claim Expenses** till final non-appealable adjudicating authority held otherwise.

All other terms and conditions of this policy remain unchanged

The Limits of Liability set forth below are sub-limits which are part of and not in addition to the Limits of Liability otherwise set forth in Item _____ of the Schedule.

Sublimit – As mentioned in the policy schedule

Subject otherwise to the terms, conditions and exclusions of this Policy

7. ENDORSEMENT - LOSS OF DOCUMENTS EXTENSION

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement, **Exclusion 3.9** of the policy shall not apply in respect of the Loss of **Documents** coverage afforded by this endorsement

If during the **Period of Insurance** the **Insured** shall discover that any **Documents** entrusted to the **Insured**, which may now or hereafter be, or be supposed or believed to be, in the custody of the Insured or in the custody of any other person to or with whom such **Documents** have been entrusted, lodged or deposited by the **Insured** in the ordinary course of Business, have been destroyed or damaged or lost or mislaid and after diligent search cannot be found, the **Company** will indemnify the Insured against any

- A. Legal liability which the **Insured** may incur in consequence of such **Documents** being destroyed, damaged, lost or mislaid,
- B. Cost and expenses incurred by the **Insured** in replacing or restoring such **Documents**
- C. Costs and expenses incurred with the written consent of the Company in the defense or settlement of any **Claim** to establish liability as described in A) above.

The Limits of Liability set forth below are sub-limits which are part of and not in addition to the Limits of Liability otherwise set forth in Item _____ of the Schedule.

Sublimit – As mentioned in the policy schedule

Subject otherwise to the terms, conditions and exclusions of this Policy.

8. ENDORSEMENT – EMERGENCY DEFENSE COSTS

It is hereby agreed and declared that if the written consent of the **Company** could not be justifiably obtained before defence expenses are incurred by the **Insured**, the **Company** agrees to give retrospective approval of such reasonable expenses incurred by the **Insured** to the point in time where the **Insured** should have sought the **Company's** written consent.

The **Insured** shall give written notice to the **Company** of the emergency defence expenses as soon as practicable, but no later than 30 days from the day such expenses were incurred, together with the justification why such expenses were considered as emergency expenses .

The **Company** shall pay Emergency Defense Expenses after the satisfactory review of the justification provided for treating such expenses as emergency expenses.

The sub-limit as mentioned in the policy schedule shall apply for all emergency defense expenses and is subject to a Policy Deductible specified in the schedule.

All other terms remain unchanged.

9. ENDORSEMENT - MITIGATION COST

It is hereby agreed and declared that the **Company** shall pay the reasonable and direct cost of any remediation or mitigation, provided that:

- i. the **Company** shall during the **Policy Period** have been informed in writing of an actual or alleged negligent act, error or omission in the provision of the **Healthcare Services** and **Telehealth Services** and the work that is required to rectify it or mitigate its consequences;
- ii. the **Company** shall be reasonably satisfied that **Insured** has committed an actual or alleged negligent act, error or omission in the provision of the **Healthcare Services** and **Telehealth Services** requiring remediation or mitigation and that such costs are necessary to prevent or reduce the amount of a **Claim** covered under the **Healthcare Services** and **Telehealth Services** , and that the amount of **Damages** prevented or reduced would be greater than the cost of the **Claim**;
- iii. such costs are supported by evidence of expenditure which shall be subject to approval by a competent person to be nominated by the **Insured** with the consent of the **Company**;
- iv. such costs shall not include any element of profit or loss of profit, nor any element of overheads, staff remuneration, standing idle time or management time of an **Company**.

The Limits of Liability set forth below are sub-limits which are part of and not in addition to the Limits of Liability otherwise set forth in Item ___ of the Schedule.

Sublimit – As mentioned in the policy schedule

Subject otherwise to the terms, conditions and exclusions of this Policy

10. ENDORSEMENT - DISHONESTY OF EMPLOYEES (DOCTOR)

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement. **Exclusion 3.12** is deleted in its entirety and replaced with the following:-

Any **Claim** arising out of, based upon, attributable to or as a consequence of any intentional, dishonest, fraudulent act committed by the **Insured**. Notwithstanding this Exclusion, the **Company** shall indemnify an Insured for Loss on account of any **Claim** due to a dishonest, fraudulent act or omission of any **Doctor** or any violation or breach of any law or regulation by any **Doctor** provided:

- (1) such **Claim** is brought by or on behalf of any third party alleging such conflict of interest, dishonest, fraudulent or criminal act or omission, violation or breach; and
- (2) the **Insured** had no knowledge of and have not condoned, participated in or committed the act, omission, violation or breach forming the basis of liability for such **Loss**.

This Endorsement shall apply to Company's obligation to advance costs and expenses only till a final, non-appealable adjudication in any proceeding establishes **Insured** involvement in deliberately fraudulent act or omission or willful violation or breach.

The Limits of Liability set forth below are sub-limits which are part of and not in addition to the Limits of Liability otherwise set forth in Item ___ of the Schedule.

Sublimit – As mentioned in the policy schedule

Subject otherwise to the terms, conditions and exclusions of this Policy

11. ENDORSEMENT - DISHONESTY OF EMPLOYEES (MEDICAL ESTABLISHMENTS)

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement. **Exclusion 3.12** is deleted in its entirety and replaced with the following :-

Any **Claim** arising out of, based upon, attributable to or as a consequence of any intentional, dishonest, fraudulent act committed by the **Insured**. Notwithstanding this **Exclusion**, the **Company** shall indemnify an Insured for Loss on account of any **Claim** due to a dishonest, fraudulent act or omission of any **Employee** provided:

- (1) such **Claim** is brought by or on behalf of any third party alleging such conflict of interest, dishonest, fraudulent or criminal act or omission, violation or breach; and
- (2) the **Insured**, its partners, directors or **Executive Officers** had no knowledge of and have not condoned, participated in or committed the act, omission, violation or breach forming the basis of liability for such **Loss**.

This Endorsement shall apply to Company's obligation to advance costs and expenses only till a final, non-appealable adjudication in any proceeding establishes **Insured** its partners, directors or **Executive Officers** involvement in deliberately fraudulent act or omission or willful violation or breach.

Section 2. Definitions, is amended by adding the following definition:

Executive Officer means any natural person, by whatever name called and whether or not a director takes on a supervisory or managerial role.

The Limits of Liability set forth below are sub-limits which are part of and not in addition to the Limits of Liability otherwise set forth in Item ___ of the Schedule.

Sublimit – As mentioned in the policy schedule

Subject otherwise to the terms, conditions and exclusions of this Policy

12. AMENDED DEFINITION OF INSURED (DOCTOR) TO INCLUDE EMPLOYEE

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement. **Definition: Insured** is deleted in its entirety and replaced as follows

Insured shall mean the following: -

- the **Policyholder** as stated in the schedule of the policy or,
- **Employee**

Subject otherwise to the terms, conditions and exclusions of this Policy.

13. AMENDED DEFINITION OF EMPLOYEE

Employee means Qualified Assistants, Nurses or any qualified technicians other than a director or partner of the **Insured**, who is or has been under a contract of employment with the Insured, in connection with the **Healthcare Services** and **Telehealth Services** rendered by the **Insured**. This definition includes apprenticeships, and non-technical staff but does not include sub-contractors or any similar schemes.

14. ENDORSEMENT – DELETION OF COSMETIC /PLASTIC SURGERY EXCLUSION

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement, **Exclusion 3.26** is deleted in its entirety.

All other terms and conditions remained unchanged.

15. ENDORSEMENT – DELETION OF IVF EXCLUSION

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement. **Exclusion 3.30**, is deleted in its entirety and and replaced with following.

Medical Malpractice for wrongful life **Claims**.

All other terms and conditions remained unchanged.

16. ENDORSEMENT – DELETION OF IVF and WRONGFUL CLAIMS EXCLUSION

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement, **Exclusion 3.30**, is deleted in its entirety

All other terms and conditions remained unchanged.

17. ENDORSEMENT – AMENDED DEFINITION OF MEDICAL ESTABLISHMENT (CLINICAL ESTABLISHMENT ACT)

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement. **Definition: Medical Establishment** is deleted in its entirety and replaced as follows:

Medical Establishment is defined as below:

1. **“Hospital/ Nursing Homes/Maternity Home/ Diagnostic Centers/ Medical Stores/ Telemedicine/ Online Consultation/ AYUSH Centers/OPD Centers”** wherever appearing/specified in this Policy means any institution, established for medical treatment and which has been recognised as a clinical establishment under THE CLINICAL ESTABLISHMENTS (REGISTRATION AND REGULATION) ACT, 2010 and is registered with the local authorities and operates under the supervision of a registered and qualified **Doctor**; fulfils all such requirements as are necessary ordinarily or customarily.
2. Clinic operated by a single **Doctor** which is registered with the local authorities and fulfils all such requirements as are necessary ordinarily or customarily.

For the purpose of this endorsement, the cover does not include an establishment, which is a place of rest, a place for the aged, a place for drug-addicts or place of alcoholics, a hotel or any other like place and does not include the clinical establishments owned, controlled or managed by the Armed Forces

Subject otherwise to the terms, conditions and exclusions of this Policy.

18. ENDORSEMENT – DELETION OF CLINICAL TRIAL EXCLUSION

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement, **Exclusion 3.15**, is deleted in its entirety

All other terms and conditions remained unchanged.

19. ENDORSEMENT – GENETIC DAMAGES EXCLUSION

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement, **Exclusion 3.21**, is amended by adding the following () based upon, arising from, attributable to or in any way related to genetic **Damages** and or manipulation

Subject otherwise to the terms, conditions and exclusions of this Policy.

All other terms and conditions remained unchanged

20. ENDORSEMENT – SWAPPING OF CHILDREN AT BIRTH EXCLUSION

It is hereby agreed and declared that the **Company** shall cover any legal liability based upon, arising from, attributable to or in any way related to swapping of children at birth

Subject otherwise to the terms, conditions and exclusions of this Policy.

All other terms and conditions remained unchanged

21. ENDORSEMENT – DEFENSE COST IN ADDITION TO LIMIT OF LIABILITY

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement, **Definition: Claims Expenses** is deleted in its entirety and replaced as follows

Claim Expenses shall mean all legal costs and expenses reasonably incurred in the investigation, defence and settlement of any **Claim**, except any internal or overhead expenses or costs incurred by the Insured and any salaries of **Employees** of the Insured or the **Company**.

All **Claim Expenses** shall be included in the **Limit of Liability** and **Deductibles**, shall not be considered as sums payable in addition thereto excepting for Defence costs incurred to a ____ limit which is over and above the **Limit of Liability** and **Deductibles** shall apply.

Subject otherwise to the terms, conditions and exclusions of this Policy.

All other terms and conditions remained unchanged

22. ENDORSEMENT – AMENDED DEFINITION OF CLAIM

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement, **Definition: Claims** is deleted in its entirety and replaced as follows

Claim shall mean any written demand received by the **Insured** for **Damages**, including but not limited to, a civil proceeding commenced by the service of a complaint or similar pleading, awards of Claimant's costs; pre-judgment and post-judgment interest; or arbitration or other alternative dispute resolution proceeding, alleging a negligent act, error or omission, and in the **Healthcare Services** and **Telehealth Services** rendered by the Insured.

Subject otherwise to the terms, conditions and exclusions of this Policy.

All other terms and conditions remained unchanged

23. ENDORSEMENT – EXTENDED REPORTING PERIOD- 90 DAYS

Notwithstanding anything herein contained to the contrary, for the purpose of this endorsement, section 5.1 **Reporting of any Incident to the Company**, is amended by deleting it in its entirety and replacing it with the following:

The **Insured** shall, as a condition precedent to exercising any rights under this policy, give to the **Company** written notice of any **Claim** as soon as practicable but no later than the earliest of the following dates:

- a. ninety (90) days after the date on which the **Insured** first becomes aware that the **Claim** has been made;
- b. if this policy expires (or is otherwise terminated) without being renewed and if no Extended Reporting Period is granted, ninety (90) days after the effective date of such expiration or termination; or
- c. the expiration date of the Extended Reporting Period, if granted;

provided that if the **Company** sends written notice to the **Insured** at any time before the date set forth in item (a) above with respect to any **Claim**, stating that this policy is being terminated for non-payment of premium, the **Insured** shall give the **Company** written notice of such **Claim** prior to the effective date of such termination.

If during the **Policy Period** the **Insured**:

- i. becomes aware of **Circumstances** which could give rise to a **Claim** and gives written notice of such **Circumstances** to the **Company**;
- ii. receives a written request to waive a statute of limitation applicable to **Circumstances**;
- iii. occurring before or during the **Policy Period** and gives written notice of such request and of such alleged to the **Company**;

then any **Claim** subsequently arising from the **Circumstances** referred to in i) or from the **Circumstances** referred to in ii) above shall be deemed to have first been made during the **Policy Period** in which the written notice described in i) or ii) above was first given by the **Insured** to the **Company** as set forth in this section. With respect to any such subsequent **Claim**, no coverage under this policy shall apply to loss incurred prior to the date such subsequent **Claim** is actually made.

In order to make a **Claim** or to provide notice of **Circumstances** the **Insured** shall, as condition precedent to exercising any right under this policy, provide written notice of a **Claim** or **Circumstances** to the **Company**. This written notice shall include:

1. a description of the **Claim** or **Circumstances**;
2. the nature of the alleged **Circumstances**;
3. the nature of the alleged or potential damage;
4. the names of actual or potential Claimants;
5. the names of all actual or potential defendants; and
6. the manner in which such **Insured** first became aware of the **Claim** or **Circumstances**

In addition to and in support of the written notice of **Claim** or **Circumstances**, the **Insured** shall, provide to the **Company** any and all **Documents** relevant to such **Claim** or **Circumstances**, including but not limited to internal or external records of any kind, correspondence, legal **Documents** or other **Documents** as the **Company** may deem necessary for the handling of the **Claim**. The **Insured** shall further extend to the **Company** such co-operation as the **Company** may reasonably require in the handling of the **Claim**.

Such complete written notice and supporting Documentation shall form the basis of the **Company's** assessment of the **Claim**.

Subject otherwise to the terms, conditions and exclusions of this Policy.

24. ENDORSEMENT - ESTATES, LEGAL REPRESENTATIVES AND SPOUSAL LIABILITY EXTENSION

It is hereby agreed and declared that coverage shall extend to Claims of any **Insured** made against:

- a. the estates, heirs, legal representatives or assigns of any **Insured** who is deceased or against the legal representatives or assigns of any **Insured** who is incompetent, insolvent or bankrupt; and
- b. the lawful spouse of such **Insured** solely by reason of such person's status as a spouse or such spouse's ownership interest in property which the Claimant seeks as recovery for an alleged **Circumstance of Insured**.

All limitations, conditions, provisions, and other terms of coverage (including the **Deductible Amount**) applicable to Loss incurred by the **Insured** shall also apply to loss incurred by the estates, heirs, legal representatives, assigns and spouses of such **Insured**. The coverage provided under this section shall not apply with respect to any loss arising from any act or omission by such **Insured** estate, heirs, legal representatives, assigns or spouse.

25. ENDORSEMENT - COVERAGE TERRITORY AND JURISDICTION AMENDED

It is hereby noted and agreed, that the Coverage shall extend to Claims

Territory - in India Only/ anywhere in the world/ anywhere in the world excluding USA and Canada and

Jurisdiction - in India Only/ anywhere in the world/ anywhere in the world excluding USA and Canada.

The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with and governed by the laws of the Republic of India.

All other terms and conditions remain unaltered.

26. ENDORSEMENT – DOCTOR AS A MEMBER OF FORMAL ACCREDITATION, CREDENTIALING OR PROFESSIONAL BOARD/COMMITTEE

Notwithstanding anything herein contained to the contrary, **Healthcare Services** has been amended to include:

Services as a member of a formal accreditation, credentialing or standards review or similar professional board or committee, as may be required within the scope of duties of an Individual Doctor

All other terms and conditions remain unaltered

27. ARBITRATION CLAUSE – Not applicable to Individual Doctors –

Notwithstanding anything herein contained to the contrary, the parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

All other terms and conditions remain unaltered.

28. ENDORSEMENT – REPUTATION PROTECTION COST

Notwithstanding anything herein contained to the contrary it is hereby agreed that the Company shall pay **Reputation Protection Costs** to the Insured

“Reputation Protection Costs” means the following reasonable and necessary fees and expenses incurred as a result of an **Adverse Public Relations Event**:

1. Fees charged by a **Public Relations Management Firm** for the performance of **Public Relations Management Services** for **You**;
2. Expenses incurred by a Public Relations Management Firm in the performance of **Public Relations Management Services** for **You**; and
3. Fees and expenses for:
 - a. printing, advertising and mailing of materials; and
 - b. travel by **You** or the **Public Relations Management Firm**; which are incurred at the direction of a **Public Relations Management Firm**.

Reputation protection costs do not include any **Claim Expenses** or any salaries, overhead, fees, loss of earnings or benefit expenses incurred by **You**.

“Adverse Media Cover” means national or local news exposure in television, radio, print or internet media that is reasonably likely to have a negative impact on **You** with respect to **Your** income, reputation, community relations, public confidence or goodwill.

“Adverse Public Relations Event” means an event that, in **Your** good faith opinion, has resulted in or is reasonably

likely to result in a need for **Public Relations Management Services** due to **Adverse Media Cover**, including such an event arising out of one of the following:

- a. Allegations of fraud or improper billing; or
- b. **A Security and Privacy Breach.**

“Security and Privacy Breach” means any unauthorised or improper access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information, whether or not it is associated with any electronic data breach, processing methods, customer lists, financial information, credit card information, health information, or any other type of non-public information.

“Public Relations Management Firm” means any firm hired by **You** or **Us** to perform **Public Relations Management Services** in connection with an **Adverse Public Relations Event**.

“Public Relations Management Services” means those services performed by a **Public Relations Management Firm** in advising **You** on minimising potential harm to **Your** reputation from a covered **Adverse Public Relations Event** by managing **Adverse Media Cover** and maintaining and restoring public confidence in **You**.

The Indemnity Limit under this extension shall be INR _____ any one claim and in the aggregate

All other terms and conditions remain unaltered

29. RUN- OFF COVER TILL EXPIRY FOR MEDICAL ESTABLISHMENTS

Notwithstanding anything herein contained to the contrary, The **Company** agrees that in the event that an **Insured** entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity then the coverage provided under this Policy with respect to such Insured entity shall continue until the expiry date of the **Period of Insurance**.

PROVIDED ALWAYS THAT such coverage shall only apply in respect of a **Medical Incident** occurring prior to the effective date that such Insured entity ceased to exist or operate or was consolidated with, merged into or acquired by another entity.

All other terms and conditions remain unaltered

30. RUN- OFF COVER TILL EXPIRY FOR DOCTOR

Notwithstanding anything herein contained to the contrary, The **Company** agrees that if the **Insured Doctor** ceases to provide **Healthcare Services** and **Telehealth Services**, coverage provided under this Policy with respect to such **Insured Doctor** shall continue until the expiry date of the Period of Insurance.

PROVIDED ALWAYS THAT such coverage shall only apply in respect of a **Medical Incident** occurring prior to the effective date that such **Insured Doctor** ceased to provide **Healthcare Services** and **Telehealth Services**
All other terms and conditions remain unaltered.

31. MULTI-YEAR RUN-OFF

Notwithstanding anything herein contained to the contrary, If during the **Period of Insurance** there is a **Run-Off Event**, **We** will make available to such **Insured** an extension to the **Period of Insurance** for a period up to a maximum of additional Three (3) years, strictly conditional upon;

- a. the **Insured** giving **Us** written notice of the **Run-off event**
- b. **Our** offer to extend Cover may be subject to such additional terms, conditions and premium as **We** may reasonably impose having regard to the nature of the risk to be assumed by **Us**;
- c. such extension will not take effect until **Our** offer is accepted by such **Insured**;
- d. such coverage shall only apply in respect of a **Medical Incident** occurring prior to the effective date that such **Insured Doctor** ceased to exist or operate or was consolidated with, merged into or acquired by another entity; and
- e. the **Limit of Liability** at inception, shall be maintained for the period of extension

Run-off event refers to any of the following situations –

i. Cessation of **Healthcare Services** and **Telehealth Services** by an **Insured Doctor**

ii. **Insured** entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity

All other terms and conditions remain unaltered.

32. BREACH OF CONFIDENTIALITY

Notwithstanding anything herein contained to the contrary, it is hereby agreed that the **Company** shall pay on **Your** behalf all **Damages** resulting from any **Claim** for unintentional breach of any duty of confidentiality owed to a **Patient** arising at law or any unintentional breach of privacy legislation arising out of Your provision of **Healthcare Services** and **Telehealth Services**.

All other terms and conditions remain unaltered.