



Mediserve Professional Indemnity

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Prospectus

Mediserve Professional Indemnity

INTRODUCTION

Mediserve Professional Indemnity is a specialized form of liability coverage designed to protect Medical Establishment(s)/Doctors against legal claims arising out of provision of Healthcare Services and Telehealth Services. In an increasingly complex healthcare environment, even the most skilled and experienced doctors may face allegations of malpractice or professional misconduct.

This insurance serves as a crucial financial safeguard, covering the costs of legal defense, settlements, or damages awarded to patients, thereby allowing healthcare service providers (medical establishments/Doctors) to focus on delivering quality care without the concerns about litigation or claims.

The product is available with a wide range of additional covers to address concerns on the likelihood of certain claims in the evolving Health care sector. The policy aims to keep the Medical community away from retribution and help them focus on Patient welfare with assured mental and financial stability.

BENEFITS OF BEING INSURED UNDER THIS POLICY

Looking at various levels of risks involved, it can be customized for entities/individuals to purchase this Insurance as per their requirement as it ensures the following benefits:

- Protection against Professional legal liability Claims relating to Healthcare services including Telehealth services and Diagnostic services
- Financial stability for unexpected events
- Coverage for rendering of emergency medical treatment without previous responsibility and the expectation of compensation
- Global Applicability if specifically covered

WHO CAN PURCHASE THIS POLICY?

Healthcare Service and Telehealth Service Providers which includes Doctors and Medical Establishments like Hospitals, OPD Centers as well as Diagnostic Centers

HOW LONG DOES THIS COVER PROTECT?

The cover protects you during the period of the policy. You can buy this policy for a maximum period of up to three years

WHAT THE POLICY COVERS:

SCOPE OF COVER:

We will pay on Your behalf all sums which You become legally obligated to pay as Damages in respect of a Medical Incident, arising out of Your provision of Healthcare Services and Telehealth Services, to which this Policy applies, provided such Medical Incident occurs on or after the Retroactive Date and for which a Claim is first made against You and reported to Us during the Policy Period. We will also pay Claim Expenses resulting from any Claim arising out of Your provision of Healthcare Services and Telehealth Services

“Medical Incident” means any actual or alleged negligent act or omission in the furnishing of Healthcare Services and Telehealth Services

Besides above, insured can also obtain extended coverage on specific agreement by the Company

Some of the extensions are mentioned below –

- a. Property Damage Carve back
- b. Court Attendance Fees

- c. Loss of Documents
- d. Emergency Defense Cost

The proposer can reach out to the Company for the full list of extensions available

OTHER DETAILS

A. POLICY TYPE

This is a Claims made policy

B. POLICY LIMITS

Limit of Liability - Any one Incident limit of indemnity specified in the policy schedule and where an aggregate limit of liability be separately stated, the Any one Year limit specified in the schedule

Telehealth services Limit - Amount specified as such in the schedule and is the most that will be paid under the policy for the sum of Damages and Claim Expenses in respect of a Medical Incident arising out of provision of Telehealth Services

C. TERRITORY

INDIA or otherwise as specified in Schedule

D. JURISDICTION

INDIA or otherwise if agreed by Us

E. BASIS OF CLAIM SETTLEMENT

The company will pay Damages and Claim Expenses upto the Limit of Liability after application of Deductible on Indemnity Basis

Deductible : As mentioned in Policy Schedule

F. EXCLUSIONS, THAT IS, WHAT WE DO NOT PAY

1. Property Damage

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

2. Delay

Any Claim arising out of, based upon, attributable to or as a consequence of a delay in the performance of, and/or non-completion of any obligation to Patient, unless such a delay and/or noncompletion of any obligation arises from an actual or alleged negligent act, error or omission committed by the Insured in discharge of Healthcare Services and Telehealth Services. It is understood and agreed that any actual or alleged late delivery or delay shall not in itself constitute an actual or alleged negligent act, error or omission.

3. Punitive Damages

Any Claim arising out of, based upon, attributable to or as a consequence of:

- fines, taxes, penalties, treble or other multiple compensatory Damages; or punitive or exemplary Damages; or
- the return, restitution, or offset of fees, expenses or costs paid to the Insured; or
- any other Damages which are uninsurable in law.

4. Insolvency

Any Claim made against the Insured, where all or part of such Claim is directly or indirectly based upon or attributable to the insolvency of the Insured.

5. Intellectual Property Rights

Any Claim arising out of directly or indirectly, based upon, attributable to or in any way connected with a Claim

for any actual or alleged misappropriation, infringement or violation of any confidential information, copyright, patent, trademark, trade name, trade secret, Patient information, database rights or any other intellectual property rights.

6. Warranty

Any Claim arising under any warranty or under any contractual obligation to the extent that the obligation gives rise to a Claim to which the Insured would not have been subject and/or to loss for which the Insured would not have been liable in the absence of the warranty or contract.

7. Libel and slander

Any Claim by reason of any libel or slander or malicious falsehood or any other sort of defamation by the Insured.

8. Computer Virus

Any Claim arising out of:

- any computer viruses, worms or similar damaging or malicious electronically transmitted material or code, whether or not created or transmitted (directly or indirectly) by the Insured or
- hacking denial of service attack or other computer misuse intended to cause damage to the Insured or anyone else, whoever the perpetrator.

9. Loss of Document

Any Claim in respect of loss, damage to or destruction of, or expenses incurred in the replacement or restoration of any Document.

10. Asbestos, Nuclear, Pollution and War

Any Claim directly or indirectly, arising out of, or resulting from, asbestos or any actual or alleged asbestos related loss injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos.

- arising from, based upon, attributable to or as a consequence of, whether direct or indirect, or in any way involving,
- ionising radiation or contamination by radioactivity or from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- arising out of, based upon, attributable to, as a consequence of, or in any way involving, directly or indirectly the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants.
- arising out of, based upon, attributable to, as a consequence of or in any way involving war (whether declared or not), civil war, acts of sabotage, force of arms, armed international action or civil disorder.

11. Terrorism

Terrorism shall mean Loss of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.
- This Exclusion also excludes loss of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If the Company alleges that by reason of this Exclusion, any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

12. Intentional/Dishonest Acts

Any Claim arising out of, based upon, attributable to or as a consequence of any intentional, dishonest, fraudulent or criminal act committed or any willful, intentional non-compliance by the Insured.

13. Opioids And Narcotics

The policy will not cover Injury, damage, cost, loss, liability or legal obligation arising out of or in any way related to:

1. the actual or alleged abuse, misuse, illicit use, overuse, unlawful distribution, diversion of and/or addiction to any:
 - a. opioid or narcotic drug, narcotic medication or narcotic substance of any type, nature, or kind, including but not limited to codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone, or naloxone; or
 - b. controlled substance under the Narcotic Drugs and Psychotropic Substances Act, 1985 and / or Controlled Substance Act as amended from time to time or under any similar federal, state, local, or foreign act, statute, regulation, ordinance, requirement, or law;
2. Failure or inadequacy of any control required to prevent or report suspicious behavior relating to the abuse, misuse, illicit use, overuse, diversion of and/or addiction to any substance referenced in 1.a. or 1.b. above, including but not limited to any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law; and
3. Failure to warn or inadequacy of any warning related to the addictive properties of any substance referenced in 1.a. or 1.b. above.

14. Electronic Smoking Device

The policy will not cover liability, including all loss, cost and expense, directly or indirectly arising out of, resulting as a consequence of, or related to, and whether or not there is a related cause of loss which may have contributed concurrently or in any sequence to a loss, cost or expense from:

- a. Electronic smoking device including the design, manufacture, distribution, sale, maintenance, use, repair, or the inhalation of vapor delivered from an “electronic smoking device”. “Electronic smoking device” means a battery powered device that delivers a vaporized inhalable substance through a mouthpiece including but not limited to battery-powered Cigarettes, Pipes, Cigars, Hookahs, and Vaporizers, other than steam or mist inhalers.
- b. E-liquids and/or E-juice e.g. nicotine solutions, flavouring or any substance used in an Electronic smoking device

15. Clinical Research or Clinical Trial

Any Claim arising out of, based upon, attributable to or as a consequence of any Human Clinical Trial.

16. Treatment Related To HIV/AIDS And Weightloss Exclusion

Any Claim based upon, arising from or in consequence of Personal Injury which is actually or allegedly caused by, contributed to by or in any way related to the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents or hepatitis C (HIV-C) or the use of drugs for weight reduction procedure/treatment

17. Human T Cell Lymphotropic Virus Type III (HTLV 111) Or Lymphadenopathy Associated Virus (LAV)

Any Claim arising from any condition directly or indirectly caused by or association with Human T cell Lymphotropic Virus Type III (HTLV 111) or Lymphadenopathy Associated Virus (LAV) or the mutants derives or variations thereof or in any way related to acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named.

18. Genetically Modified Organisms

Any liability arising out of actual or alleged loss of or Damages to property or liability whatsoever, directly or indirectly caused by or resulting from or contributed to/by or in consequence arising out of storage, deposit, consumption, manufacture, sale, distribution, production, processing, existence, or use of Genetically Modified Organisms (“GMOs”).

For the purpose of this exclusion, GMOs is defined as below:

- i. Organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they are derived, which are subjected to a genetic engineering process resulting in their genetic change,
- ii. Every biological or molecular unit which has self-replication potential, or biological or molecular unit with self-replication potential from which they are derived subjected to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable national/local legislations, laws, ethics, codes, rules and/or official regulations relating to genetic engineering or modification in any territory or jurisdiction in which a Claim is made is wider than the foregoing then such wider definition shall be deemed to be a part of this definition in addition to the foregoing

19. TSE Exclusion

Any liability arising out of actual or alleged loss or Property Damage or any liability whatsoever, directly or indirectly caused by or resulting from or contributed to/by or in consequence or arising out of transmissible spongiform encephalopathy ("TSE"), including but not limited to bovine spongiform encephalopathy ("BSE") or new variant Creutzfeld-Jakob disease ("CJD").

20. Blood and Blood Products

Any Claim based upon, arising from or in consequence of the operation of blood banks except where these are purely providing blood or blood products for the Healthcare Services and Telehealth Services

21. Claims arising out of Genetic Injuries caused by X-Ray Treatment/Diagnosis or Treatment with Radioactive Substances

Any Claim arising out of, based upon, attributable to or as a consequence directly or indirectly arising related to Genetic Injuries caused by X-Ray Treatment OR any Diagnosis OR Treatment with Radioactive substances or directly or indirectly caused by or contributed to by:

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

22. Loss of a purely financial nature such as loss of goodwill, loss of market

23. Any Claim based upon, arising from, or in consequences of the deliberate conscious or intentional disregard by Insured /or Insured's technical and/ or technical management or the need to take all reasonable steps to prevent Claims

24. Any Claim based upon, arising from, or in consequences of any third-party public liability

25. The performance of anaesthesia unless performed by a registered and qualified anaesthesiologist except for the performance by dentists and dental surgeons for any procedure carried out under general anaesthesia unless performed in a Hospital.

26. 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.

27. Any Claim based upon, arising from, or in consequences of Healthcare Services and Telehealth Services rendered by the Insured prior to the Retroactive Date specified in the Schedule

28. Any services performed beyond the scope of Healthcare Services and Telehealth Services rendered as a Doctor /or Medical Establishment under national legislation, ethical codes and rules.

29. Personal Injury to any person under a contract of employment or apprenticeship with Insured when such Personal Injury arises out of the execution of such contract

30. Any Claim based upon, arising from, or in consequences of Medical Malpractice for IVF and wrongful life Claims

31. Any Claim based upon, arising from, or in consequences of any services rendered by an Insured while under the influence of intoxicants or drugs or any failure to render Healthcare Services and Telehealth Services competently or at all because of such influence.

32. SANCTIONS LIMITATION CLAUSE LMA 3100A

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

33. Any Claim directly or indirectly arising out of, based upon, attributable to or because of, any Personal Injury beyond the scope of Healthcare Services and Telehealth Services.

34. Any Claim directly or indirectly arising out of, based upon, attributable to or because of, any false arrest, wrongful eviction, wrongful detention and resulting in Personal Injury therefrom.

CANCELLATION

The Insured can cancel the policy at any time during the policy term, by informing the Company.

For long term policies (policy duration more than 1 year):

In case of No claim: The Company shall refund proportionate premium for the unexpired policy period.

In case of claim: No refund shall be made for the year in which claim is made. The Company shall refund proportionate premium for the unexpired policy years.

For policy duration up to 1 year:

The Company shall refund proportion premium for rest of the policy period subject to no claim(s) made during the policy period.

Cancellation by Company:

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured. The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

CLAIMS PROCEDURE

In the event of loss of an insured event the Insurer must be informed immediately

Our contact details are as follows:

- i. Relationship officer / channel partner
- ii. Contact us: 022 6158 2020/ 022 6234 6234
- iii. E-mail at care@hdfcergo.com

Our contact details are as follows:

HDFC ERGO General Insurance Co. Ltd.

Corporate Claims Department: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri(E), Mumbai – 400059

Call Centre - 022-6234 6234

It shall be a condition precedent to any of our liability to make any payment under this Policy that in the event of any occurrence giving rise to or which may give rise to a claim under this Policy that we will need the below mentioned information in complete

1. Written notice as mentioned in 5.1 of Section V above
2. Notify to Us in writing as soon as possible he/they shall have knowledge of any circumstances or impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Policy

3. Forward to Us immediately on receipt every claim notice or letter or verbal notice of claim or other originating process or any other document served on the Insured within 90 days or during policy period whichever occur earlier,
4. Give all such information and assistance as the insurer may require
5. The Insured shall not negotiate admit liability or make any promise payment or settlement without our written consent
6. The Insured shall not admit any liability or incur any Costs or expenses without our written consent, except in the event of an imminent and substantial threat to human health or the environment
7. Company shall in its sole discretion shall exercise its rights to :
 - to take over and have the sole conduct and control of any claim and legal proceedings or alternative dispute resolution relating thereto in the name of the Insured and shall have full discretion in the settlement of any claim
 - To prosecute in the name of the Insured but for the Insurer's benefit any claim for compensation or indemnity.
8. In general, primarily, the following basic documentations are required for taking the claim forward:
 - Description of the claim or suit and the date received;
 - Description, in chronological order, as to how, when and where the circumstances leading to the claim or suit occurred including the date the insured was first aware of such loss
 - The names and addresses of any injured persons and any witnesses;
 - The nature, location and extent of any injury;
 - The nature and quantum of damages claimed against you along with supporting or, if the claimant has not quantified its damages, your estimate of the quantum of damages which may be claimed against you.
 - Copies of all relevant documents relating to the underlying transaction which gave rise to the claim, including correspondence prior to the occurrence and any agreements entered into;
 - Copy of any internal or external, survey, investigation or test reports and all other relevant reports;
 - Copies of all written demands made against you;
 - If court proceedings have been initiated, copies of all court documents served on you and all court documents filed by you;
 - Copies of all relevant internal communications, including a log on all internal verbal communications whether prior or subsequent to the occurrence giving rise to the claim;
 - Details of other persons or entities which may be responsible or liable for the loss or damage being claimed; and
 - Contact details of person handling the claim in insured's company.

In addition, you must:

- i. authorized us to obtain records and other information;
- ii. co-operate with us in the investigation of the claim or in the defence of the suit;
- iii. allow us reasonable access to your premises, records and other information; and

assist us, upon our request, in the enforcement of any right against any person or organisation that may be liable to you because of loss to which the policy applies.

CLAIMS PROCESS

- An acknowledgement with respect to the claim intimation is given to the insured, once we are in receipt of

any claim intimation from the insured, a list of preliminary documents is requested from the Insured.

- Surveyor / Investigator may be appointed, if required.
- In case of surveyor appointment, the details of the appointment is conveyed to the Insured within 24 hours of reporting of claim
- Insurance company can appoint investigator at any stage of claim for fact finding or for investigating reported claim.
- In case of settlement, offer of claim settlement will be made to the Insured within 7 days of receipt of the last document / Surveyor report
- In case of rejection or settlement, Claim will be settled by the Insurer within 7 days from the receipt of last, relevant & necessary document from the Insured.
- Apart from surveyor, an investigator and/or forensic investigator can be appointed and Legal counsel opinions be can be sought, if required.

The documents required for processing of claims are:

- Policy/Underwriting documents.
- Survey Report along with annexure and/or Photographs wherever applicable
- All documents and/or information relevant to the claim
- Discharge voucher of the Insured accepting full and final settlement

Apart from above Standard documents some other documents may be called for based on the nature of claim.

THIS PROSPECTUS

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the **Mediserve Professional Indemnity** document. You must read the policy document to know the insurance cover fully. You can get a copy of the Mediserve Professional Indemnity from Our branch or from Our website: www.hdfcergo.com For any legal interpretation, policy document will hold.

GRIEVANCE

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with Company's Grievance Redressal Officer.

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre - 022 6158 2020/ 022 6234 6234
- Emails - grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226 |
Email ID: seniorcitizen@hdfcergo.com
Designated Grievance Officer in each branch.
- Company Website - www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Redressal Cell,

HDFC ERGO General Insurance Company Limited

D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078, Maharashtra

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

To the Chief Grievance Officer

HDFC ERGO General Insurance Company Limited

D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400078, Maharashtra

e-mail: [cgo @hdfcergo.com](mailto:cgo@hdfcergo.com)

Grievance may also be lodged at IRDAI Integrated Grievance Management System- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com

<https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

ABOUT OUR COMPANY

- **Name of the company** – HDFC ERGO General Insurance Company Limited (IRDAI Reg No 146)
- **Registered & Corporate Office:** 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059.
- **Website** – www.hdfcergo.com
- **Contact number** – 022 - 62346234 / 022- 6158 2020
- **Email** – care@hdfcergo.com

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.