FAIRFIRST INSURANCE LIMITED
(Company No. PB5180)
Access Towers II (14th Floor),
No. 278/4, Union Place, Colombo 02, Sri Lanka
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Insurance Product Information Document (IPID)

Malpractice Liability Insurance Policy

This document provides a concise summary of your insurance policy. For full details, please refer to the complete Policy Document and Schedule. In the event of any conflict, the Policy Document shall prevail.

1. Type of Insurance Cover

The Malpractice Liability Insurance Policy is designed to protect medical professionals against legal liability arising from bodily injury, mental injury, or death of a patient caused by an error, omission, or negligence in the provision of professional medical services.

2. Key Benefits (What is Covered)

2.1 Malpractice Liability: Covers damages the Insured is legally liable to pay due to bodily injury, mental injury, or death of a patient arising from medical malpractice.

2.2 Legal Defence Costs: Covers legal costs and expenses incurred in the investigation, defence, and settlement of claims, with the Company's prior consent. These costs are included within the policy limit unless otherwise stated in the Schedule.

2.3 Claims-Made Basis: The policy covers claims first made against the Insured and reported to the Company during the policy period, subject to the Retroactive Date stated in the Schedule.

2.4 Emergency Medical Care Extension: Covers malpractice claims arising from emergency medical care or treatment rendered in good faith, even if such procedures are not normally associated with the Insured's declared profession.

3. Key Exclusions (What is NOT Covered)

3.1 **Criminal or Illegal Acts**: Any criminal act or act committed in violation of law.

3.2 **Intoxication or Drug Influence**: Services rendered while under the influence of intoxicants or narcotics.

3.3 **General Anaesthesia by Dentists**: Performance of general anaesthesia or procedures under general anaesthesia by dentists or dental surgeons unless carried out in a hospital.

3.4 **Contractual Liability:** Liability assumed under a contract that would not have existed in the absence of such contract.

3.5 **Property Damage:** Loss, destruction of, or damage to property, or any consequential loss.

3.6 **Nuclear Risks:** Liability arising from ionising radiation, radioactive contamination, nuclear fuel, or nuclear waste.

3.7 **Geographical Limits:** Claims arising from professional services performed outside Sri Lanka.

Only the key exclusions are outlined above. Please refer to the policy wording for the full list of exclusions.

4. Limit of Liability

The Company's total liability for all claims made during the policy period shall not exceed the Limit of Liability stated in the Policy Schedule. This limit includes legal defence costs unless otherwise specified.

5. The Mode of Payment of Premium

Your premium is paid as a **single payment** for the entire policy period, which is one year.

6. Obligations of the Policyholder in disclosing material facts

6.1 **Duty of Disclosure:** You must provide true, complete, and accurate information in the proposal form, including details of professional activities and past incidents.

6.2 **Notification of Claims:** You must notify the Company immediately in writing of: – Any malpractice claim made against you; – Any intention expressed by a third party to hold you responsible; – Any circumstance that may reasonably give rise to a claim.

6.3 **Cooperation:** You must maintain proper professional records and fully cooperate with the Company in the investigation and defence of any claim.

6.4 **No Admission of Liability:** You must not admit liability, agree to a settlement, or make any payment without the Company's prior written consent.

7. Obligations of the Policyholder, when a claim is made

Step 1 : Notify the Company immediately upon becoming aware of any claim or potential claim.

Step 2 : Do not admit liability or attempt settlement.

Step 3 : Forward all correspondence, legal notices, or court documents without delay.

Step 4 : Provide all required assistance and information for claim handling.

8. Complaints and Grievance Handling

Step 1 – Contact Fairfirst Insurance:
☎ +94 11242 8282 (8:30 a.m. to 5:00 p.m.)
✉ info@fairfirst.lk
You may escalate concerns to Fairfirst's Risk & Compliance team.

Step 2 – External Escalation (if unresolved):

- Insurance Regulatory Commission of Sri Lanka (IRCSL)
☎ +94 11 2335167 | ✉ info@ircsl.gov.lk | www.ircsl.gov.lk
- Insurance Ombudsman
☎ +94 11 2505542 / +94 11 2505041 | ✉ info@insuranceombudsman.lk | www.insuranceombudsman.lk

9. Contact Us for More Information

Fairfirst Insurance Limited
Access Towers II (14th Floor), No. 278/4, Union Place, Colombo 02, Sri Lanka
☎ 011-2428428 | ✉ info@fairfirst.lk | www.fairfirst.lk

For claims-related inquiries, please reach out to us:

Email: nonmotorclaimsteam@fairfirst.lk
Phone: +94 11 2428618

10. Important Policy Features

10.1 **Claims-Made Policy:** Only claims first made and reported during the policy period are covered, subject to the Retroactive Date.

10.2 **Retroactive Date:** No cover applies to malpractice committed before the Retroactive Date stated in the Schedule.

10.3 **Deductible:** The Insured must bear the deductible amount for each claim, as stated in the Schedule.

10.4 **Extended Reporting Period:** If the Company cancels or does not renew the policy (other than for non-payment of premium), the Insured will have six (6) additional months to report claims. Losses covered by other insurance during this period are excluded.

Important Note:

The IPID is intended to provide a summary of the main cover and additional covers, if applicable and key features of the policy and is not personalized to your specific individual needs. Complete pre-contractual and contractual terms on the full and personalized information, and exclusions of the product are provided in your policy document, The IPID shall not form a part of the policy/contract. Therefore, in case of any conflict, the terms and conditions mentioned in the policy document shall prevail.