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Medical Malpractice Liability Policy

PREAMBLE

In consideration of the payment of the **Premium** and in reliance on all statements made and information furnished to **Great American**, including the statements made in the **Proposal**, and subject to all the **Provisions** of this **Policy**, **Great American** and the **Insured** agree as follows:

1. COVER

MALPRACTICE

Great American will pay on behalf of an **Insured**, **Loss** resulting from any **Claim** for civil liability of an **Insured** first made and reported to **Great American** during the **Period of Insurance**, for **Malpractice** by an **Insured** which first occurs during the **Period of Insurance**, or if applicable, on or after the **Retroactive Date**.

2. STANDARD EXTENSIONS

Coverage under each of the following Standard Extensions shall be available for nil additional premium, provided always that unless specified otherwise, each Extension shall be:

(a) subject to the **Provisions**;

(b) subject to and shall not increase the applicable **Limit of Indemnity**, and payment of any **c**laim under an Extension shall reduce the applicable **Limit of Indemnity**; and

(c) subject to the **Deductible** which shall apply to each claim under an Extension.

1. EXTENDED REPORTING PERIOD

If **Great American** does not renew this **Policy** other than for non-payment of **Premium**, the **Insured** shall have the right to a period of 90 days following the date of expiry of this **Policy** in which to report to **Great American**, any **Claim** or **Complaint** first made against the **Insured** or any **Coroner's Inquiry** or **Inquiry** first notified to the **Insured** during such 90-day period, provided always that this Extension shall not apply if this **Policy** or its cover has been replaced.

2. PREVIOUS BUSINESS OF INCOMING PARTNERS OR PRINCIPALS

Coverage under this **Policy** is extended such that **Great American** will pay on behalf of an **Insured** who becomes a partner or principal of the **Policyholder** during the **Period of Insurance**, **Loss** resulting from any **Claim** for civil liability of that person first made and reported to **Great American** during the **Period of Insurance** after such person has become a partner or principal of the **Policyholder**, for malpractice by him after the **Retroactive Date** but before he becomes a partner or principal of the **Policyholder**, provided always that the malpractice comprises an act, error or omission committed by such person negligently and solely in the conduct of the same **Professional Services** as the **Policyholder,** and which results in bodily injury, mental injury, sickness, illness or death of a patient being medically treated by such person.

3. NEWLY CREATED SUBSIDIARIES

Any newly created **Subsidiary** incorporated during the **Period of Insurance** shall upon incorporation and for 30 days thereafter be automatically covered under this **Policy** as an additional **Insured**, provided always that:

(a) within 30 days of the newly created **Subsidiary**'s incorporation, the **Policyholder** shall notify **Great American** of such incorporation, and provide **Great American** with such further information as it may require;

(b) the newly created **Subsidiary**:

(i) is not incorporated or domiciled in the United States of America, Canada or any of their territories, possessions or protectorates;

(ii) conducts the same **Professional Services** as the **Policyholder**; and

(iii) has a projected revenue that does not exceed 35% of the **Policyholder**'s revenue reasonably anticipated in the next 12 months as declared in the **Proposal**;

(c) there shall be no cover under this Extension for any newly created **Subsidiary** if it fails to meet the requirements in sub-paragraphs (b)(i) or (b)(ii) of this Extension;

(d) a newly created **Subsidiary** will be covered under this Extension for 30 days commencing immediately from its incorporation if it only fails to meet the requirements in sub-paragraph (b)(iii) of this Extension, but such coverage shall cease immediately upon expiry of such 30-day period or the expiry of the **Period of Insurance**, whichever occurs earlier; and

(e) coverage of any newly created **Subsidiary** under this Extension shall in any event cease immediately upon expiry of 30 days from its incorporation unless the **Policyholder**:

(i) provides in writing such further information that **Great American** may require; and

(ii) agrees to such additional terms and conditions, and/or payment of such additional premium, as **Great American** may require.

4. EMERGENCY FIRST AID

Coverage under this **Policy** is extended such that **Great American** will pay on behalf of an **Insured**, **Loss** resulting from any **Claim** for civil liability of an **Insured** first made and reported to **Great American** during the **Period of Insurance**, for **Malpractice** by a medically qualified **Employee** in the course of administering first aid assistance at the scene of a medical emergency during the **Period of Insurance**, or if applicable, on or after the **Retroactive Date**.

5. DOCUMENT REPLACEMENT COSTS

Coverage under this **Policy** is extended such that **Great American** will pay on behalf of an **Insured**, reasonable **Document Replacement Costs** incurred by an **Insured** in replacing or restoring **Documents** belonging to the **Policyholder** or a **Third Party** for which the **Insured** is legally responsible, as a direct result of **Document Loss** during the **Period of Insurance**, provided always that:

(a) the **Document Loss** is first discovered during the **Period of Insurance** and is reported to **Great American** in writing within 30 days from the date of such discovery;

(b) the **Document Loss** occurs while the **Documents** are either:

(i) in the physical custody or control of the **Insured**; or

(ii) in the physical custody or control of any other person to whom the **Insured** entrusted the **Documents** in the ordinary conduct of the **Professional Services**;

(c) the **Document Loss** occurs despite diligent attempts to search for or recover them;

(d) the amount of **Document Replacement Costs** claimed by an **Insured** under this Extension shall be supported by evidence of expenditure approved in writing by a competent person to be nominated by **Great American** with the consent of the **Insured**;

(e) in addition to and without derogating from General Exclusion 20 (Cyber Risks), this Extension shall not cover, and **Great American** shall not be liable for or in connection with any **Document Replacement Costs** based upon, arising out of, attributable to, in consequence of, contributed to by, or in any way connected with any:

(i) **Document Loss** in the United States of America, Canada or any of their territories, possessions or protectorates;

(ii) corruption or erasure of any information or data by **Malware** or any former **Employee**, partner, principal or director of the **Policyholder** or any **Subsidiary**;

(iii) gradual deterioration, wear and tear, or by actions of moth, vermin or insects; or

(iv) burglary, theft, fire or water;

(f) the maximum amount payable by **Great American** in the aggregate for all **Document Replacement Costs** on account of all **Document Loss** during the **Period of Insurance** shall not exceed the sub-limit for this Extension specified in the Schedule which shall form part of, and shall not be in addition to the **Limit of Indemnity**; and

(g) a separate deductible of SGD1,000 instead of the **Deductible** will apply to each claim under this Extension.

6. LOSS OF DOCUMENTS (LEGAL LIABILITY)

Coverage under this **Policy** is extended such that **Great American** will pay on behalf of an **Insured**, **Loss** resulting from any **Claim** for civil liability of an **Insured** first made and reported to **Great American** during the **Period of Insurance**, for **Document Loss** by an **Insured** in respect of **Documents** belonging to a **Third Party** which first occurs during the **Period of Insurance**, or if applicable, on or after the **Retroactive Date**, provided always that:

(a) the **Document Loss** is first discovered during the **Period of Insurance** and is reported to **Great American** in writing within 30 days after the date of such discovery;

(b) the **Document Loss** occurs while the **Documents** are either:

(i) in the physical custody or control of the **Insured**, or

(ii) in the physical custody or control of any other person to whom the **Insured** entrusted such **Documents** in the ordinary conduct of the **Professional Services**;

(c) the **Document Loss** occurs despite diligent attempts to search for or recover them; and

(d) in addition to and without derogating from General Exclusion 20 (Cyber Risks), this Extension shall not cover, and **Great American** shall not be liable for or in connection with any **Loss** under this Extension based upon, arising out of, attributable to, in consequence of, contributed to by, or in any way connected with any:

(i) **Document Loss** in the United States of America, Canada or any of their territories, possessions or protectorates;

(ii) corruption or erasure of any information or data by **Malware** or any former **Employee**, partner, principal or director of the **Policyholder** or any **Subsidiary**;

(iii) gradual deterioration, wear and tear, or by actions of moth, vermin or insects; or

(iv) burglary, theft, fire or water.

7. CORONER'S INQUIRY COSTS

Coverage under this **Policy** is extended to include **Coroner's Inquiry Costs** reasonably incurred by an **Insured** with the prior written consent of **Great American** in respect of a **Coroner's Inquiry** into actual or alleged **Malpractice** by an **Insured** which first occurs during the **Period of Insurance**, or if applicable, on or after the **Retroactive Date**, provided always that such **Coroner's Inquiry** is first notified and reported to **Great American** during the **Period of Insurance**.

8. DEFAMATION

Coverage under this **Policy** is extended such that **Great American** will pay on behalf of an **Insured**, **Loss** resulting from any **Claim** for civil liability of an **Insured** first made and reported to **Great American** during the **Period of Insurance**, for **Defamation** by an **Insured** which first occurs during the **Period of Insurance**, or if applicable, on or after the **Retroactive Date**.

9. COMPENSATION FOR COURT ATTENDANCE

The meaning of "**Costs and Expenses**" is extended to include the following amounts per day in respect of the following persons who are required to and do attend in court as a witness in connection with a **Claim** covered by this **Policy**:

(a) SGD500 per day for:

(i) any principal, partner, or director of the **Policyholder** or a **Subsidiary**; or

(ii) any person who is a member of a board of management or committee of the **Policyholder** or a **Subsidiary** during the **Period of Insurance**; and

(b) SGD250 per day for any **Employee**.

The maximum amount payable by **Great American** in the aggregate under this Extension during the **Period of Insurance** shall not exceed the sub-limit for this Extension specified in the Schedule, which shall form part of, and shall not be in addition to the **Limit of Indemnity**.

10. JOINT VENTURES

Coverage under this **Policy** is extended to **Loss** resulting from any **Claim** for civil liability of a **Joint Venture** which is first made and reported to **Great American** during the **Period of Insurance**, for a **Wrongful Act** by such **Joint Venture** which if committed by the **Policyholder** or **Subsidiary** involved in the **Joint Venture** would be covered by this **Policy**, provided always that:

(a) the **Joint Venture** shall observe and be subject to all the **Provisions** of this **Policy** which apply to an **Insured**;

(b) **Great American**'s liability, and the cover under this Extension, shall be limited only to the proportion of such **Loss** that represents the **Policyholder**'s or **Subsidiary**'s share or participation in:

(i) such **Joint Venture**, or

(ii) the liabilities of such **Joint Venture**,

whichever is least; and

(c) **Great American** shall not be liable for and this **Policy** shall not cover any liability of any **Joint Venture** partner of the **Policyholder** or **Subsidiary**.

11. CONSULTANTS, SUBCONTRACTORS AND AGENTS (VICARIOUS LIABILITY)

The definition of **Employee** is extended to include a consultant, subcontractor or agent of the **Policyholder** or a **Subsidiary** provided always that:

(a) at least 90% of such consultant's, subcontractor's or agent's income is derived from the **Policyholder** or **Subsidiary**;

(b) such consultant, subcontractor or agent is acting under the direct control and supervision of a principal, partner or director of the **Policyholder** or **Subsidiary** in accordance with the **Policyholder**'s or **Subsidiary**'s standard procedures and risk management framework; and

(c) this Extension only applies in respect of **Professional Services** conducted by such consultant, subcontractor or agent for and on behalf of the **Policyholder** or **Subsidiary** with the **Policyholder**'s or **Subsidiary**'s authority and for which the **Policyholder** or **Subsidiary** is vicariously liable.

12. INTELLECTUAL PROPERTY INFRINGEMENT

Coverage under this **Policy** is extended such that **Great American** will pay on behalf of an **Insured**, **Loss** resulting from any **Claim** for civil liability of an **Insured** first made and reported to **Great American** during the **Period of Insurance**, for an **Infringement** by an **Insured** which first occurs during the **Period of Insurance**, or if applicable, on or after the **Retroactive Date**.

13. ADVANCE PAYMENT OF COSTS AND EXPENSES

Great American shall, prior to the disposal of any **Claim** against an **Insured** covered by this **Policy** advance **Costs and Expenses** to such **Insured** in respect of such **Claim**, provided always that:

(a) any and all **Costs and Expenses** so advanced shall be repaid immediately to **Great American** if it is subsequently found that:

(i) the **Claim** is not covered by this **Policy**;

(ii) the **Insured** is not entitled to be indemnified under this **Policy** in respect of such **Claim**; or

(iii) **Great American** is not otherwise liable to make any payment in connection with such **Claim**; and

(b) this Extension shall be subject to Condition 10 (Allocation).

14. ESTATES AND LEGAL REPRESENTATIVES

Coverage under this **Policy** is extended to the estates, heirs or legal representatives of an **Insured** who is a natural person in the event of his/her death or incapacity, provided always that such estates, heirs or legal representatives shall observe and be subject to all the **Provisions** of this **Policy** which apply to an **Insured**.

15. RUN-OFF COVER FOR INSURED ENTITY OR SUBSIDIARY

Notwithstanding the definition of **Subsidiary**, in the event that the **Policyholder** or a **Subsidiary** is merged into or acquired by another entity or otherwise ceases to exist or operate during the **Period of Insurance**, the cover under this **Policy** for the **Policyholder** or such **Subsidiary** shall continue until the expiry of the **Period of Insurance**, provided always that cover under this Extension shall only apply in respect of **Loss**, **Coroner's Inquiry Costs** or **Quasi-Judicial Costs** (if Optional Extension 4 (Official Investigation and Inquiry (**Quasi-Judicial Costs**) applies) resulting from a **Wrongful Act** which first occurs after the **Retroactive Date** and prior to the date on which the **Policyholder** or such **Subsidiary** ceases to exist or operate or is merged into or acquired by another entity.

16. VOLUNTARY WORKER, SOCIAL WORKER AND MEDICAL STUDENT

The definition of **Insured** is extended to include:

(a) a voluntary worker or social worker; and

(b) a medical student from a university or college recognised by the relevant **Supervision Body**

who is officially appointed, seconded or assigned to the **Policyholder** or a **Subsidiary** and who commits a **Wrongful Act** while under the supervision of:

(a) a principal, partner or director of the **Policyholder** or **Subsidiary**; or

(b) an **Employee** officially assigned to supervise such worker or student.

17. CONTRACTUAL LIABILITY (TORT LIABILITY)

Coverage under this **Policy** is extended such that **Great American** will pay on behalf of an **Insured**, **Loss** resulting from any **Claim** for civil liability of an **Insured** first made and reported to **Great American** during the **Period of Insurance**, for **Malpractice** involving breach of a contractual duty of care by an **Insured**, which first occurs during the **Period of Insurance**, or if applicable, on or after the **Retroactive Date**, provided always that:

(a) such contractual duty of care arises directly from a contract entered into by the **Policyholder** or a **Subsidiary** to conduct the **Professional Services**; and

(b) this Extension shall not cover any liability assumed under or as a result of any contract or contractual term agreeing to give or containing any representation, warranty, guarantee, hold harmless provision, indemnity or any other similar contract or term unless such liability would have attached in the absence of any such contract or term.

18. TAKE-OVERS AND MERGERS

In the event that the **Policyholder** acquires or merges with an existing entity, such acquired or merged entity shall upon legal completion of the acquisition or merger and for 30 days thereafter be automatically covered as an additional **Insured**, provided always that:

(a) the **Policyholder** informs **Great American** within 30 days of the legal completion of the acquisition or merger and furnishes **Great American** with any further information that **Great American** may require;

(b) such acquired or merged entity:

(i) is not incorporated or domiciled in the United States of America, Canada or any of their territories, possessions or protectorates;

(ii) conducts the same **Professional Services** as the **Policyholder**; and

(iii) has a projected revenue that does not exceed 35% of the **Policyholder**'s revenue reasonably anticipated in the next 12 months as declared in the **Proposal**;

(c) there shall be no cover for an acquired or merged entity if it fails to meet the requirements in sub-paragraphs (b)(i) or (b)(ii) of this Extension;

(d) an acquired or merged entity will be covered under this Extension for 30 days commencing immediately following the acquisition or merger if it only fails to meet the requirements in sub-paragraph (b)(iii) of this Extension, but such coverage shall cease immediately upon the expiry of such 30-day period or the expiry of the **Period of Insurance**, whichever occurs earlier;

(e) the cover under this Extension shall only apply to **Wrongful Act**s, **Document Loss** and **Negative Publication**s first committed by, occurring or made against the acquired or merged entity after the legal completion of the acquisition or merger; and

(f) coverage of the acquired or merged entity under this Extension shall in any event cease immediately upon expiry of 30 days from the legal completion of the acquisition or merger unless the **Policyholder**:

(i) provides in writing such further information that **Great American** may require; and

(ii) agrees to such additional terms and conditions, and/or payment of such additional premium, as **Great American** may require.

19. DATA PRIVACY PROTECTION / BREACH OF CONFIDENTIALITY

Coverage under this **Policy** is extended such that **Great American** will pay on behalf of an **Insured**, **Loss** resulting from any **Claim** for civil liability of an **Insured** first made and reported to **Great American** during the **Period of Insurance**, for a **Data Protection Breach** by an **Insured** which first occurs during the **Period of Insurance**, or if applicable, on or after the **Retroactive Date**, provided always that **Great American**'s maximum liability for all claims under this Extension in the aggregate during the **Period of Insurance** shall not exceed the sub-limit for this Extension specified in the Schedule which shall form part of, and shall not be in addition to the **Limit of Indemnity**.

3. OPTIONAL EXTENSIONS

Coverage under each of the following Optional Extensions shall be available subject to agreement by the **Policyholder** and **Great American**, and payment of such additional premium as may be required by **Great American**. Unless specified otherwise, each Extension shall be:

(a) subject to the **Provisions**;

(b) subject to and shall not increase the applicable **Limit of Indemnity**, and payment of any claim under an Extension shall reduce the applicable **Limit of Indemnity**; and

(c) subject to the **Deductible** which shall apply to each claim under an Extension.

1. FRAUD/DISHONESTY

Notwithstanding sub-paragraph (a) of General Exclusion 2 (Misdeeds), coverage under this **Policy** is extended such that **Great American** will pay on behalf of an **Insured**, **Loss** resulting from any **Claim** for civil liability of an **Insured** first made and reported to **Great American** during the **Period of Insurance**, for **Fraud/Dishonesty** which first occurs during the **Period of Insurance**, or if applicable, on or after the **Retroactive Date**, provided always that:

(a) this Extension shall not cover, and **Great** American shall not be liable to indemnify or otherwise pay any **Insured** who commits, or expressly or implicitly condones, the **Fraud/Dishonesty**;

(b) this Extension shall not cover, and **Great American** shall not be liable for or in respect of any loss or misappropriation of any **Money** or **Securities**; and

(c) except for (and only to the extent of) coverage provided by this Extension (if applicable), General Exclusion 2 (Misdeeds) shall continue to apply.

2. REPUTATION PROTECTION EXPENSES

Coverage under this **Policy** is extended such that **Great American** will pay on behalf of an **Insured**, reasonable **Reputation Protection Expenses** incurred by an **Insured** as a direct result of a **Negative Publication** first made during the **Period of Insurance**, provided always that:

(a) any **Negative Publication** is reported to **Great American** in writing by the **Insured** within 30 days of the **Insured** first becoming aware of it;

(b) the **Insured** shall provide **Great American** with such further information or documents relating to the **Negative Publication** as **Great American** may from time to time require;

(c) this Extension shall not cover, and **Great American** shall not be liable for or in connection with any **Reputation Protection Expenses** based upon, arising out of, attributable to, in consequence of, contributed to by, or in any way connected with:

(i) any **Negative Publication** in the United States of America, Canada or any of their territories, possessions or protectorates; or

(ii) any **Reputation Protection Expenses** incurred to protect an **Insured**'s reputation in or in connection with the United States of America, Canada or any of their territories, possessions or protectorates; and

(d) the maximum amount payable by **Great American** in the aggregate for all **Reputation Protection Expenses** under this Extension on account of all **Negative Publication**s first made during the **Period of Insurance** shall not exceed the sub-limit for this Extension specified in the Schedule which shall form part of, and shall not be in addition to the **Limit of Indemnity**.

3. CONTINUOUS COVER

A **Claim, Coroner's Inquiry, Complaint** or **Inquiry** otherwise covered by this **Policy** but which is not covered solely because it is excluded by General Exclusion 1 (Prior **Claim**s or Circumstances) shall, in the absence of fraudulent non-disclosure remain covered, provided always that:

(a) the **Insured** first became aware of the facts or circumstances that might give rise to the **Claim, Coroner's Inquiry, Complaint** or **Inquiry** after the **Continuity Date**;

(b) the **Claim, Coroner's Inquiry, Complaint** or **Inquiry** could or should have been notified under a previous policy:

(i) which would otherwise have covered such a **Claim, Coroner's Inquiry, Complaint** or **Inquiry**;

(ii) of which this **Policy** is a renewal or replacement or which it immediately succeeds in time; and

(iii) **Great American** was the insurer under such previous policy continuously and without interruption; and

(c) the cover provided to such a **Claim, Coroner's Inquiry, Complaint** or **Inquiry** shall be subject to and in accordance with all the terms and conditions (including for avoidance of doubt, the limits of liability and any deductible) of the previous policy.

4. OFFICIAL INVESTIGATION OR INQUIRY (QUASI-JUDICIAL COSTS)

Coverage under this **Policy** is extended to include **Quasi-Judicial Costs** incurred by an **Insured** with the prior written consent of **Great American** in respect of any **Complaint** or **Inquiry** in respect of a **Wrongful Act**, provided always that:

(a) such **Complaint** is first made and reported to **Great American** during the **Period of Insurance**;

(b) such **Inquiry** is first notified and reported to **Great American** during the **Period of Insurance**; and

(c) the maximum amount payable by **Great American** in the aggregate for all **Quasi-Judicial Costs** under this Extension on account of all **Complaint**s and **Inquiry**(ies) first made or notified during the **Period of Insurance** shall not exceed the sub-limit for this Extension specified in the **Schedule** which shall form part of, and shall not be in addition to the **Limit of Indemnity**.

5. AUTOMATIC REINSTATEMENT

Great American's liability under this **Policy** shall not exceed the **Limit of Indemnity** but if the **Limit of Indemnity** is exhausted, whether partially or completely, by payment of a **Claim** (referred to in this Extension as the "First Claim"), the **Limit of Indemnity** shall be reinstated, provided always that:

(a) any such reinstatement of the **Limit of Indemnity** shall be excess of any insurance available that is specifically excess of this **Policy** and such excess insurance must be completely exhausted by payment in respect of the First Claim before any reinstatement of the **Limit of Indemnity** provided in this Extension takes effect;

(b) any such reinstatement of the **Limit of Indemnity** shall only be in respect of **Claim**s which are not based upon, arising out of, attributable to, or in consequence of:

(i) the First Claim; or

(ii) the same or related cause(s), fact(s) or circumstance(s) which the First Claim is based upon, arises out of, is attributable to, or is in consequence of;

(c) there shall be no reinstatement of the **Limit of Indemnity** if exhausted, whether partially or completely, by any payment under Optional Extension (c) (**Fraud/Dishonesty**); and

(d) the maximum of all reinstatements of the **Limit of Indemnity** in the aggregate under this Extension during the **Period of Insurance** shall not exceed the **Limit of Indemnity**.

4. DEFINITIONS

The following words when used in bold type in this **Policy** shall have the following meanings throughout this **Policy**, whether expressed in the singular or in plural:

1. **Award** means a final, valid and binding award made by an arbitration tribunal with competent jurisdiction.

2. **Claim** means a verbal or written demand or a civil or arbitration proceeding seeking monetary compensation for a **Wrongful Act**.

3. **Clinical Trial** means any study, research, test or trial involving any humans or animals to develop effectiveness or safety data for any treatment, procedure or products.

4. **Complaint** means a complaint against an **Insured** in respect of a **Wrongful Act** which is made to a **Professional Association**, or to a statutory or governmental body empowered by law to regulate or control the conduct of the **Professional Services** but excluding any parliament or legislature or any committee or sub-committee of any parliament or legislature.

5. **Continuity Date** means the inception date of this **Policy** or the first medical malpractice liability insurance policy which was placed by the **Policyholder** with **Great American** or another insurer, of which this **Policy** is a renewal thereafter without interruption.

6. **Coroner's Inquiry** means an official or formal inquiry by a coroner, and which an **Insured** is compulsorily required by law to attend at.

7. **Coroner's Inquiry Costs** means reasonable fees, costs and expenses of representation of an **Insured** at a **Coroner's Inquiry**.

8a. **Costs and Expenses** means fees, costs and expenses reasonably incurred by an **Insured** with **Great American**'s prior written consent in the investigation, defence, adjustment, settlement or appeal of any **Claim**.

8b. **Costs and Expenses** shall not include any internal or overhead expenses of any **Insured** or the costs of any **Insured**'s time.

9. **Damages** means compensatory damages, together with any interest and costs, that an **Insured** is legally liable to pay to a **Third Party** under a **Judgment** or **Award** made against the **Insured**, or under a settlement entered into by an **Insured** with the prior written consent of **Great American**.

10. **Data Protection Breach** means breach of data protection legislation, breach of confidentiality or misuse of confidential information caused by an act, error or omission committed unintentionally and solely in the conduct of the **Professional Services**.

11. **Deductible** means the amount specified as such in the Schedule which is the first amount of each claim under this **Policy** which is uninsured and shall be borne by the **Insured**.

12. **Defamation** means libel or slander committed unintentionally and solely in the conduct of the **Professional Services**.

13. **Document Loss** means loss, destruction, damage or erasure of **Documents** committed unintentionally and solely in the conduct of the **Professional Services**.

14a. **Document Replacement Costs** means actual costs and expenses of replacing or restoring lost, destroyed, damaged or erased **Documents**.

14b. **Document Replacement Costs** shall not include, and this **Policy** shall not cover:

(a) any costs or expenses of or relating to the production, collation and/or organisation of any information in or on any lost, destroyed, damaged or erased **Documents**;

(b) the value of any such information to any **Insured** or any **Third Party**; or

(c) any overheads, charges or expenses of any **Insured**.

15. **Documents** means all documents of any nature whatsoever including computer records, and electro-magnetic or electronic or optical media for recording or storing digitized data, but shall not include any **Money** or **Securities**.

16. **Domestic Partner** means any natural person falling within the definition of "domestic partner" of, or being in a similar relationship to, an **Insured** under the provisions of any applicable law or any formal program established by the **Policyholder** or a **Subsidiary**.

17. **Employee** means any natural person who is or has been engaged as an employee under a contract of employment with the **Policyholder** or a **Subsidiary**, but shall not include any (i) principal, partner or director; or (ii) temporary contract labourer, self-employed person or labour-only subcontractor.

18. **Family Member** means in relation to an **Insured** who is a natural person:

(a) any spouse, companion (who permanently resides with the **Insured**), or **Domestic Partner**;

(b) any parent;

(c) any parent of the spouse, companion or **Domestic Partner**; or

(d) any sibling or child;

of the **Insured**.

19. **Fraud/Dishonesty** means fraudulent or dishonest conduct of:

(a) an **Employee**; or

(b) a natural person who is or has been a principal, partner or director of the **Policyholder** or a **Subsidiary**; committed solely in the conduct of the **Professional Services** and which results in liability of the **Policyholder** or a **Subsidiary**.

20. **Great American** means Great American Insurance Company, Singapore Branch.

21a. **Infringement** means infringement of an intellectual property right of a **Third Party** committed unintentionally and solely in the conduct of the **Professional Services**.

21b. **Infringement** shall not include, and this **Policy** shall not cover, any infringement of any rights with respect to any patents or **Trade Secret**s.

22. **Inquiry** means an official or formal investigation, examination or inquiry in respect of a **Wrongful Act** by a **Professional Association** or an **Inquiry Panel** (but excluding any **Coroner's Inquiry**), and which an **Insured** is compulsorily required by law or the body instituting the **Inquiry** to attend at and/or provide documents or information to.

23. **Inquiry Panel** means a commission of inquiry, a committee of inquiry or an inquiry panel empowered by law to investigate or inquire into a matter involving (whether wholly or in part) the conduct of the **Professional Services** by an **Insured**, but excluding any parliament or legislature or any committee or sub-committee of any parliament or legislature, or any **Coroner's Inquiry**.

24. **Insured** means:

(a) the **Policyholder**;

(b) any **Subsidiary** declared and named in the **Proposal**;

(c) any natural person who is or has been a principal, partner or director of the **Policyholder** or any **Subsidiary**;

(d) any **Employee**; and

(e) any natural person who is, during the **Period of Insurance** a member of a board of management or committee of the **Policyholder** or a **Subsidiary**.

25. **Joint Venture** means a joint venture of which the **Policyholder** or a **Subsidiary** forms a part of.

26. **Judgment** means a final judgment by a court of competent jurisdiction.

27. **Limit of Indemnity** means the amount specified as such in the Schedule.

28a. **Loss** means **Damages** and **Costs and Expenses**.

28b. **Loss** shall not include, and this **Policy** shall not cover any:

(a) taxes or duties;

(b) non-compensatory damages including but not limited to any punitive, exemplary, aggravated or liquidated damages; or any additional damages resulting from the multiplication of compensatory damages;

(c) restitutionary relief;

(d) fines or penalties;

(e) costs and/or expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;

(f) employment-related compensation or benefits;

(g) overheads, charges or expenses of any **Insured**; or

(h) matters uninsurable under the law governing this **Policy** or the jurisdiction in which a **Claim** is brought.

29. Malpractice means an act, error or omission committed negligently and solely in the conduct of the **Professional Services**, and which results in bodily injury, mental injury, sickness, illness or death of a **Patient**.

30a. Malware means any computer software, firmware or code which is designed to gain unauthorised access to, take unauthorised control of, disrupt, damage or otherwise harm a computer system or any part of such system, its owners or users (whether or not in conjunction with any other unauthorised, malicious or unlawful purposes including but not limited to gaining access to or gathering confidential or sensitive information, spying, extracting ransom, or blackmail), including any unauthorised instructions or code (programmatic or otherwise) that propagate themselves through a computer system or network of whatsoever nature.

30b. Malware includes, but is not limited to, 'viruses', 'trojan horses', 'worms', 'time or logic bombs', 'hackware', 'spyware' and 'ransomware'.

31. Medical Practitioner means a doctor who is medically qualified, including but not limited to, anaesthetists, radiologists, surgeons, pathologists, cardiologists and general practitioners.

32. Money means local or foreign currency, coins, bank notes, cheques, travelers' cheques, registered cheques, postal orders, money orders, bullion and stamps.

33. Negative Publication means any public announcement of a **Claim, Coroner's Inquiry, Complaint** or **Inquiry** covered by this **Policy**, and which brings the reputation of an **Insured** into question.

34. Patient means any person admitted to the care of the **Policyholder** or a **Subsidiary** for the purpose of receiving medical or healthcare services.

35. Period of Insurance means the period of time specified as such in the Schedule unless the **Policy** is cancelled in which event the **Period of Insurance** will end on the effective date of such cancellation.

36. Policy means this policy document, the **Proposal**, the Schedule and any Endorsements and attachments to this policy document or the Schedule.

37. Policyholder means the entity or natural person specified as such in the Schedule.

38. Pollutants means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. For the purpose of this definition, "waste" includes but is not limited to material to be recycled, reconditioned or reclaimed.

39. Premium means the amount specified as such in the Schedule and any premium adjustment reflected in an Endorsement to this **Policy**.

40. Professional Association means an association or body of professionals of which the **Insured** is a member and is compulsorily required to be a member of in order to conduct the **Professional Services**.

41. Professional Services means the medical and healthcare services of the **Policyholder** and any **Subsidiary** as specified in the Schedule.

42. Property Damage means damage to or loss of or destruction of any tangible property (other than **Document Loss**) or any loss of use thereof.

43. Proposal means all proposals, including attachments and materials incorporated therein, submitted by, or information disclosed by, or on behalf of the **Insured**s to **Great American** for this **Policy** or any policy issued by **Great American** of which this **Policy** is a direct or indirect renewal or replacement. All such proposals, attachments, materials and information are deemed attached to, incorporated into and made a part of this **Policy**.

44. Provisions means the terms and conditions of this **Policy**.

45. **Quasi-Judicial Costs** means fees, costs and expenses reasonably incurred by an **Insured**:

(a) in the investigation, defence, settlement or appeal of a **Complaint**; or

(b) in relation to an **Inquiry** which an **Insured** is compulsorily required by law or the body instituting the **Inquiry** to attend:

(i) in attending and/or providing documents or information at or to such **Inquiry**, or

(ii) in preparing for such attendance or provision.

46. **Reputation Protection Expenses** means fees, costs and expenses reasonably incurred by an **Insured** with **Great American**'s prior written consent in hiring a public relations firm for the sole purpose of protecting the **Insured**'s reputation which has been brought into question as the direct result of a **Negative Publication**.

47. **Regulator** means the Singapore Ministry of Health in the case of medical services provided in Singapore, and in the case of medical services provided in any other jurisdiction, the equivalent regulator or regulatory body in that jurisdiction.

48. **Retroactive Date** means the date specified as such in the Schedule.

49. **Securities** means any negotiable or non-negotiable instruments or contracts representing **Money** or other property including but not limited to shares, preference shares, stocks, debentures, warrants, options, bonds, promissory notes or other equity or debt security.

50. **Subsidiary** means a company in which the **Policyholder** either directly, or indirectly through one or more of its **Subsidiary** companies:

(a) controls the composition of the board of directors;

(b) controls more than half of the voting power; or

(c) holds more than half of the issued share capital,

provided always that for any **Subsidiary**, cover under this **Policy** shall only apply to **Wrongful Act**s committed while such company is a **Subsidiary** of the **Policyholder**.

51. **Supervisory Body** means:

(a) in the case of a **Medical Practitioner** practicing in Singapore, the Singapore Medical Council and in the case of a **Medical Practitioner** practicing elsewhere, the supervisory body equivalent to the Singapore Medical Council in, or recognized by law in, his/her geographical area of practice;

(b) in the case of a nurse practicing in Singapore, the Singapore Nursing Board and in the case of a nurse practicing elsewhere, the supervisory body equivalent to the Singapore Nursing Board in, or recognized by law in, his/her geographical area of practice; and

(c) in the case of any other health professional such as occupational therapists, physiotherapists and speech-language therapists practicing in Singapore, the Allied Health Professions Council and in the case of a health professional practicing elsewhere, the supervisory body equivalent to the Allied Health Professions Council in, or recognized by law in, his/her geographical area of practice.

52. **Third Party** means any entity or natural person but shall not include:

(a) any **Insured**; or

(b) any other entity or natural person having any financial interest or executive role in the operation of the **Policyholder** or any **Subsidiary**.

53. **Trade Secret** means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.

54. **Wrongful Act** means an act, error, omission, statement or any other conduct giving rise to a **Claim** covered by this **Policy** which first occurs during the **Period of Insurance**, or if applicable, on or after the **Retroactive Date**.

5. GENERAL EXCLUSIONS

A. GENERAL EXCLUSIONS APPLICABLE TO THE ENTIRE POLICY

Great American shall not be liable for any **Claim**, **Loss**, **Coroner's Inquiry**, **Coroner's Inquiry Costs**, **Complaint, Inquiry, Document Loss**, **Document Replacement Costs**, **Reputation Protection Expenses**, or **Quasi-Judicial Costs**:

1. Prior Claims or Circumstances

(a) made, threatened, intimated, commenced, notified prior to or pending at the inception of this **Policy**; or

(b) directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by any fact or circumstance:

(i) of which notice has been or ought reasonably to have been given under any other previous policy; or

(ii) of which an **Insured** first became aware prior to the inception of this **Policy**, and which the **Insured** knew or ought reasonably to have known had the potential to give rise to a claim under this **Policy**.

2. Misdeeds

directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by:

(a) any actual or alleged dishonest, fraudulent, criminal or malicious act or omission of any **Insured** or of any consultant, sub-contractor or agent of any **Insured**;

(b) any actual or alleged act or omission of any **Insured** or of any consultant, sub-contractor or agent of any **Insured** committed or alleged to have been committed with reckless disregard for the consequences thereof; or

(c) wilful breach of any statute or any other legislation, contract or duty by any **Insured** or by any consultant, sub-contractor or agent of any **Insured**.

3. Intoxicants and Drugs

directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by the rendering, failure to render (whether partially or wholly), or incompetent or improper rendering of any medical or healthcare services by any **Insured** while under or because of the influence of any intoxicants (including but not limited to alcohol) or drugs.

4. Trade Debts

directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by any:

(a) trading debt incurred by any **Insured** or guarantee given by any **Insured** for a debt; or

(b) obligation to refund any fee charged to a **Patient**.

5. Contractual Liability or Performance

directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by any:

(a) duty or obligation assumed by an **Insured** which is not assumed in the normal conduct of the **Professional Services**;

(b) liability imposed on an **Insured** under any contract or agreement, except to the extent that such liability would have been imposed on the **Insured** in the absence of such contract or agreement; or

(c) guarantee or warranty.

6. Clinical Trials

directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by any:

(a) **Clinical Trial**; or

(b) services provided to or performed for any pharmaceutical company.

7. Elective Cosmetic Surgery

directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by the performance of any elective cosmetic plastic surgery including any hair transplants, provided that this Exclusion shall not apply to reconstructive plastic surgery, or post-nursing services provided by an **Insured** in respect of plastic surgery.

8. Related or Associated Entities or Persons

brought or maintained by or on behalf of:

(a) any **Insured**; or

(b) any person who, at the time of the **Wrongful Act**, is a **Family Member** unless such person is acting without any prior direct or indirect solicitation or co-operation of any **Insured**.

9. Employees

directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by any:

(a) bodily injury, mental injury, sickness, illness, disease or death of any **Employee**; or

(b) destruction or loss of or damage to any property of any **Employee**, including any loss of use of such property.

10. Occupiers Liability and Property Damage

directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by any:

(a) ownership, occupation, lease, use or state or condition of any real property; or

(b) Property Damage.

11. Product Liability

directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by any sale, supply, installation, alteration, modification or manufacture of goods by or on behalf of an **Insured**.

12. Asbestos

directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by asbestos, asbestos fibres, derivatives of asbestos or any materials containing asbestos.

13. Pollution

directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by:

(a) any actual or alleged or threatened presence, discharge, dispersal, release, migration or escape of **Pollutants**; or

(b) any direction, request or effort to:

(i) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**; or

(ii) respond to or assess the effects of **Pollutants**.

14. Utilities Failure

directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by any failure, stoppage or interruption of the supply of any communication services, water, steam, gas, electricity, fuel or waste disposal or treatment services.

15. Punitive Damages, Fines And Penalties

for or in respect of any punitive, exemplary, aggravated or liquidated damages; or any additional damages resulting from the multiplication of compensatory damages; or any fines, penalties, statutory compensation or any other sums payable pursuant to any legislation.

16. U.S.A/Canada

in respect of any **Claim, Coroner's Inquiry, Complaint** or **Inquiry** made, instituted or pending in whole or in part within; or to enforce any judgment, award or settlement made in; or based in whole or in part on any law of; or in respect of any **Professional Services**, **Wrongful Act**, **Document Loss** or **Negative Publication** conducted, committed, occurring or made in; or in respect of any **Reputation Protection Expenses** incurred to protect an **Insured**'s reputation in or in connection with:

(a) the United States of America;

(b) Canada; or

(c) any of their territories, possessions or protectorates.

17. War

directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**, **Coroner's Inquiry Costs**, **Document Replacement Costs**, **Reputation Protection Expenses**, or **Quasi-Judicial Costs**:

(a) any war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(b) any action taken in controlling, preventing, suppressing or in any way relating to the matters in sub-clause (a) above.

If **Great American** alleges that it is not liable for any **Loss**, **Coroner's Inquiry Costs**, **Document Replacement Costs**, **Reputation Protection Expenses**, or **Quasi-Judicial Costs** by reason of this Exclusion, the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

18. Radioactive Contamination

directly or indirectly caused by or contributed to by or arising from:

(a) any ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

(c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or

(d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The Exclusion in this sub-paragraph (d) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

19. Aids and Hepatitis Non-A

directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by any actual or alleged acquisition or transmission of Hepatitis B, C or D or any condition directly or indirectly caused by, or associated with, the human immunodeficiency 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.

B. EXCLUSIONS APPLICABLE ONLY TO STANDARD EXTENSION 5 (DOCUMENT REPLACEMENT COSTS) AND STANDARD EXTENSION 6 (LOSS OF DOCUMENTS (LEGAL LIABILITY))

20. Cyber Risks

In respect of Standard Extension 5 (**Document Replacement Costs**) and Standard Extension 6 (Loss of **Documents** (Legal Liability)) only, **Great American** shall not be liable for any **Document Replacement Costs** or **Loss** directly or indirectly caused by, resulting from or in connection with any **Insured**'s use of or reliance upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

If **Great American** alleges that it is not liable for any **Document Replacement Costs** or **Loss** by reason of this Exclusion, the burden of proving the contrary shall be upon the **Insured**.

6. GENERAL CONDITIONS

A. CLAIMS

1. Notification Of Claim, **Coroner's Inquiry**, **Complaint or Inquiry**

It shall be a condition precedent to **Great American**'s liability under this **Policy** that the **Insured** shall report a **Claim, Coroner's Inquiry, Complaint** or **Inquiry** by giving written notice to **Great American** as soon as practicable during the **Period of Insurance**.

2. Related Claim, **Coroner's Inquiry**, **Complaint or Inquiry**

(a) If a **Claim, Coroner's Inquiry, Complaint** or **Inquiry** is reported to **Great American** pursuant to the **Provisions** of this **Policy**:

(i) any subsequent **Claim, Coroner's Inquiry, Complaint** or **Inquiry** alleging, based upon, arising out of, attributable to, or in consequence of the facts or circumstances alleged in that previously reported **Claim, Coroner's Inquiry, Complaint** or **Inquiry**; and

(ii) any subsequent **Claim, Coroner's Inquiry, Complaint** or **Inquiry** alleging or arising out of any **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged in or giving rise to that previously reported **Claim, Coroner's Inquiry, Complaint** or **Inquiry**;

shall be considered reported to **Great American** at the time the report was first made.

(b) All **Wrongful Act**s based upon, arising out of, attributable to, or in consequence of all causally connected or interrelated acts, errors or omissions shall jointly constitute a single **Wrongful Act**.

(c) All **Claim**s, **Coroner's Inquiry**(ies), **Complaint**s or **Inquiry**(ies) based upon, arising out of, attributable to, or in consequence of:

(i) the same or related cause(s), fact(s) or circumstance(s);

(ii) a single **Wrongful Act**; or

(iii) a series of continuous, repeated or related **Wrongful Act**s;

shall be considered as a single **Claim**, **Coroner's Inquiry**, **Complaint** or **Inquiry** (as the case may be).

3. Obligation to Defend

(a) **Great American** shall not require an **Insured** to defend any **Claim** which the **Insured** does not agree to defend unless a Senior Lawyer advises that such **Claim** should be defended.

(b) The Senior Lawyer shall be mutually agreed upon by the **Insured** against which the **Claim** is made and **Great American**, or in the absence of agreement within 30 days after the **Insured** or **Great American** first nominates such a Senior Lawyer in writing to the other, to be appointed by **Great American** in its sole discretion. For the purpose of this Condition, a "Senior Lawyer" shall be defined as a practicing Singapore lawyer with at least 20 years' experience from the date of being qualified to practice in Singapore, and having relevant experience in dealing with matters of medical malpractice.

(c) In formulating his/her advice, the Senior Lawyer shall take into consideration the economics of the matter, the amounts of compensation, interest and costs likely to be recovered by the claimant, and the prospects of the **Insured** successfully defending the **Claim**.

4. Defence/Settlement

(a) **Great American** shall at its sole option, and without prejudice to any of its rights and defences under this **Policy**, have the right (but not obligation) at any time and from time to time to:

(i) appoint lawyers or other representatives to assist, advise or represent an **Insured** in relation to any **Claim** if Standard Extension 13 (Advance Payment of **Costs and Expenses**) applies;

(ii) take over and conduct in the name or on behalf of an **Insured** the investigation, defence, appeal and/or settlement of any **Claim** or **Complaint** against the **Insured**, even if the **Claim** or **Complaint** or any of the allegations in such **Claim** or **Complaint** are groundless, false or fraudulent; and

(iii) appoint lawyers or other representatives to assist, advise or represent an **Insured** in relation to any **Coroner's Inquiry** or **Inquiry**; and

(b) **Great American** may, if it believes that a **Claim** will not exceed the **Deductible**, instruct the **Insured** to conduct the defence of that **Claim**. **Great American** will reimburse the **Insured** for all reasonable **Costs and Expenses** incurred in defending the **Claim** in the event that any payment made to dispose of the **Claim** exceeds the **Deductible.**

5. Great American's Consent

As a condition precedent to **Great American**'s liability under this **Policy**, no **Insured** shall admit or assume any liability, enter into any settlement, consent to any judgment or award, or incur any **Costs and Expenses**, **Coroner's Inquiry Costs** or **Quasi-Judicial Costs** without the prior written consent of **Great American**. Only settlements, consent **Judgment**s, consent **Award**s, **Costs and Expenses**, **Coroner's Inquiry Costs** and **Quasi-Judicial Costs** entered into, made or incurred with the prior written consent of **Great American**, and **Judgment**s or **Award**s resulting from **Claim**s defended in accordance with the **Provisions** of this **Policy**, shall be recoverable as **Loss**, **Coroner's Inquiry Costs** or **Quasi-Judicial Costs** (as the case may be) under this **Policy**. **Great American**'s consent shall not be unreasonably withheld, provided always that **Great American** shall be entitled to exercise all of its rights under this **Policy**.

6. Insured's Consent

Great American may enter into a settlement of any **Claim** it deems expedient with respect to any **Insured**, subject to such **Insured**'s prior written consent. If any **Insured** withholds consent to such settlement, **Great American**'s liability for all **Loss** on account of such **Claim** shall not exceed the amount for which **Great American** could have settled such **Claim**, plus **Costs and Expenses** incurred, as of the date such settlement was proposed in writing by **Great American**, less the applicable **Deductible**.

7. Cooperation

The **Insured** shall at his/her/its own cost:

(a) render all reasonable assistance to **Great American** and co-operate:

(i) in the defence, settlement or appeal of any **Claim** or **Complaint** and the enforcement of any indemnification and contribution rights; and

(ii) in attending or providing documents or information at or to a **Coroner's Inquiry** or an **Inquiry** or in preparing for such attendance or provision; and

(b) use due diligence and do and concur in doing all things reasonably practicable to avoid or mitigate or diminish any **Loss**, **Coroner's Inquiry Costs**, **Document Replacement Costs**, **Reputation Protection Expenses**, **Quasi-Judicial Costs** or **Great American**'s liability under this **Policy**; and

(c) give all such information and assistance to **Great American** as **Great American** may reasonably require to investigate and adjust any **Claim**, **Loss**, **Coroner's Inquiry**, **Complaint**, **Inquiry**, **Coroner's Inquiry Costs**, **Document Replacement Costs**, **Reputation Protection Expenses**, **Quasi-Judicial Costs** or claim under this **Policy**.

8. Fraudulent Claims

If any **Insured** shall give notice or claim cover or make any claim under this **Policy** knowing such notice or claim to be false or fraudulent whether as regards amounts or otherwise, **Great American** shall not be liable for such claim, or any claim based on such notice, which shall be excluded from cover under this **Policy**, and **Great American** shall have the right to cancel this **Policy**.

9. Other Insurance

(a) If any **Loss**, **Coroner's Inquiry Costs**, **Document Replacement Costs**, **Reputation Protection Expenses** or **Quasi-Judicial Costs** is insured under any other insurance policy, prior or current, then this **Policy** shall cover such **Loss**, **Coroner's Inquiry Costs**, **Document Replacement Costs**, **Reputation Protection Expenses** or **Quasi-Judicial Costs**, subject to the **Provisions**, and only to the extent that the amount of such **Loss**, **Coroner's Inquiry Costs**, **Document Replacement Costs**, **Reputation Protection Expenses** or **Quasi-Judicial Costs** is in excess of the applicable retention (or deductible) and limits of liability of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the applicable **Limit of Indemnity** provided in this **Policy**.

(b) If **Great American** or any of its subsidiaries or affiliated companies makes payment under another policy or another section of Cover, Extension or Endorsement of this **Policy** on account of any **Loss**, **Document Replacement Costs**, **Reputation Protection Expenses** or **Quasi-Judicial Costs** covered by this **Policy**, the applicable sub-limit specified in the Schedule with respect to such **Loss**, **Document Replacement Costs**, **Reputation Protection Expenses** or **Quasi-Judicial Costs** shall be reduced by the amount of such payment, and the **Limit of Indemnity** shall also be correspondingly reduced.

10. Allocation

Where any **Loss**, **Coroner's Inquiry Costs**, **Document Replacement Costs**, **Reputation Protection Expenses** or **Quasi-Judicial Costs** is incurred in respect of any **Claim**, **Coroner's Inquiry**, **Document Loss**, **Complaint** or **Inquiry** which arises from matters covered and matters not covered by this **Policy**, **Great American**'s liability under this **Policy** shall be limited to the proportion of the **Loss**, **Coroner's Inquiry Costs**, **Document Replacement Costs**, **Reputation Protection Expenses** or **Quasi-Judicial Costs** which represents a fair and equitable allocation between each **Insured** and **Great American**, taking into account the relative legal and financial exposure attributable to covered matters and matters not covered under this **Policy**.
Where **Great American**'s liability under this **Policy** is limited under this Condition, the **Insured** and **Great American** shall use their best endeavours to agree upon a fair and equitable allocation.

If the parties are unable to agree, then the fair and equitable allocation shall be determined by a Senior Lawyer to be mutually agreed upon by the **Insured** and **Great American**, or in the absence of agreement within 30 days after the **Insured** or **Great American** first nominates such a Senior Lawyer in writing to the other, to be appointed by **Great American** in its sole discretion. For the purpose of this Condition, a "Senior Lawyer" shall be defined as a practicing Singapore lawyer with at least 20 years' experience from the date of being qualified to practice in Singapore, and having relevant experience in dealing with matters of insurance law.

The Senior Lawyer shall determine the fair and equitable allocation as an expert, not as an arbitrator. The **Insured** (or its designee) and **Great American** may make submissions to the Senior Lawyer. The Senior Lawyer shall take into account the parties' submissions, but the Senior Lawyer shall not be fettered by such submissions and shall determine the fair and equitable allocation in accordance with his or her own judgment and opinion. The

Senior Lawyer's determination shall be final and binding. The costs of the Senior Lawyer's determination shall be borne by **Great American**.

For so long as the allocation of **Costs and Expenses**, **Coroner's Inquiry Costs** or **Quasi-Judicial Costs** to be paid under this **Policy** is not agreed or remains undetermined, **Great American** shall pay the proportion of the **Costs and Expenses**, **Coroner's Inquiry Costs** or **Quasi-Judicial Costs** which it considers represents a fair and equitable allocation. The fair and equitable allocation finally agreed or determined shall be applied retrospectively to any **Costs and Expenses**, **Coroner's Inquiry Costs** or **Quasi-Judicial Costs** incurred prior to agreement or determination.

B. PURCHASE AND ADMINISTRATION

11. Policy Purchase

In granting cover to the **Insured**, **Great American** has relied upon the statements in the **Proposal** together with its attachments and other information supplied to **Great American**. If **Great American** becomes entitled to avoid this **Policy** from inception or from the time of any variation in cover, **Great American** may at its discretion maintain this **Policy** in full force but exclude the consequences of any **Claim**, **Coroner's Inquiry**, **Document Loss**, **Negative Publication**, **Complaint** or **Inquiry** which ought to have been disclosed before inception or any variation in cover.

12. Administration

By acceptance of this **Policy**, the **Policyholder** has acted and agrees to act on behalf of all **Insured**s with respect to all matters relating to this **Policy**, and each **Insured** agrees that the **Policyholder** has authority to and shall so act on their behalf, including for the avoidance of doubt with respect to:

(a) the negotiation of the **Provisions** of, and binding and amending cover under, and termination of this **Policy**;

(b) the negotiation, agreement to and acceptance of Endorsements;

(c) **Premium**s;

(d) the giving and receiving of notices;

(e) exercising the rights of each **Insured**;

(f) **Claim**s or **Complaint**s including in relation to the reporting, notification, investigation, adjustment, defence, settlement and appeal of any **Claim** or **Complaint** and any relevant consents;

(g) **Coroner's Inquiry**(ies) and **Inquiry**(ies) including the reporting, preparations in relation to and conduct of **Coroner's Inquiry**(ies) and **Inquiry**(ies);

(h) **Document Loss** or **Negative Publication**s, including the reporting of any **Document Loss** or **Negative Publication**;

(i) allocation;

(j) resolution of disputes; and

(k) payments to any **Insured**.

C. LIMIT AND DEDUCTIBLE

13. Limit Of Indemnity

The maximum amount payable by **Great American** in the aggregate for all **Loss** on account of a single **Claim** (as defined in General Condition 2 (Related **Claim, Coroner's Inquiry, Complaint** or **Inquiry**)) shall not exceed the **Limit of Indemnity** or applicable sub-limit specified in the Schedule (if any), whichever is less. The maximum amount payable by **Great American** in the aggregate for all **Loss** on account of all **Claim**s first made during the **Period of Insurance**, whether covered under one or more sections of this **Policy**, shall not exceed the **Limit of Indemnity**.

Unless specified otherwise, a sub-limit specified in the Schedule shall form part of, and shall not be payable in addition to the **Limit of Indemnity** and where such a sub-limit applies to a claim under this **Policy**, payment of such claim shall reduce the sub-limit and shall also result in a corresponding reduction in the **Limit of Indemnity**.

Unless specified otherwise, and for the avoidance of doubt, each Extension and Endorsement (if any) to this **Policy** shall be subject to and shall not increase the applicable **Limit of Indemnity**

The inclusion of more than one **Insured** under this **Policy** does not operate to increase or otherwise change any applicable sub-limit specified in the Schedule, the **Limit of Indemnity** or the total amount payable by **Great American** under this **Policy**.

14. Deductible

(a) **Great American** shall only pay for the amount of any **Loss**, **Coroner's Inquiry Costs**, **Document Replacement Costs**, **Reputation Protection Expenses** or **Quasi-Judicial Costs** which is in excess of the **Deductible**. For the avoidance of doubt, this condition also applies to **Costs and Expenses**. Unless specified otherwise, and for the avoidance of doubt, this condition applies to each claim under each Extension and Endorsement to this **Policy**.

(b) Where **Great American** has paid all or part of any **Deductible** in respect of any **Loss**, **Coroner's Inquiry Costs**, **Document Replacement Costs**, **Reputation Protection Expenses** or **Quasi-Judicial Costs**, the **Insured** shall within 7 days from the date of such payment, reimburse **Great American** for such payment.

(c) Where **Great American** deems it necessary to appoint advisors to determine the liability of an **Insured** or to resolve a **Claim**, the fees, costs and expenses thereof up to the amount of the **Deductible** shall be borne by the **Insured**.

(d) Any fees, costs or expenses incurred by **Great American** to determine whether **Great American** is liable to an **Insured** under this **Policy** shall not be subject to the **Deductible** but shall be borne by **Great American**.

D. GENERAL PROVISIONS

15. Due Observance

The due observance and fulfilment of the **Provisions** of this **Policy**, in so far as they relate to anything to be done or complied with by the **Insured**, and the truth of the statements and answers in the **Proposal**, shall be a condition precedent to any liability of **Great American** under or in connection with this **Policy**.

16. Medical Practitioners

The **Insured** shall ensure that at all times during the **Period of Insurance**, each and every **Medical Practitioner** engaged by any **Insured** or acting on any **Insured**'s behalf, including all **Medical Practitioner**s who are employed by an **Insured**, and each and every **Medical Practitioner** admitting, treating or otherwise providing medical services to **Patient**s at any **Insured**'s facility or place of business:

(a) shall be qualified to practice as a medical practitioner by a medical degree in western medicine, and shall be duly licensed and registered with the relevant **Supervisory Body** to provide medical treatment in his/her geographical area of practice, and who, in rendering treatment, is practicing within the scope of his/her licensing and training; and

(b) regardless whether any such **Medical Practitioner** is visiting or an **Employee**, shall:

(i) maintain membership with a medical defence organisation (or equivalent organisation or entity in his/her area of practice) in such category or categories of membership applicable to all services offered or provided to the **Insured**, and which shall include adequate insurance in respect of all of the activities carried out for the **Insured**; or

(ii) otherwise be fully insured for his/her own **Malpractice**, professional errors, omissions or negligence; and

the **Insured** shall check annually that such insurance is being maintained and shall as far as is reasonably practicable at all times keep an up to date and accurate record of such adequate insurance maintained for the benefit of all **Medical Practitioner**s.

17. Nurses and Other Health Professionals

The **Insured** shall ensure that at all times during the **Period of Insurance** all nurses and other health professionals engaged by any **Insured** or acting on any **Insured**'s behalf, including all nurses and other health professionals who are employed by any **Insured**, maintain registration with the relevant **Supervisory Body** in each territory in which the **Insured** conducts **Professional Services**.

18. Medical Instruments

It shall be a condition precedent to any liability of **Great American** under or in connection with this **Policy** that:

(a) any tool or implement used or intended for use in the conduct of the **Professional Services** and which is intended to be in contact with bodily fluid (whether human or animal) or penetrate tissue (whether human or animal) shall be:

(i) handled, used and stored in accordance with the manufacturer's instructions; and

(ii) where approved by the manufacturer and by the relevant **Regulator** to be used more than once, sterilised prior to such use:

(1) using only sterilised apparatus specifically approved by the manufacturer and in accordance with instructions, recommendations or guidelines of such manufacturer; and

(2) in accordance with the relevant **Regulator**'s guidelines, and

(b) any surface which such tool or implement is likely to come into contact with or which has been in contact with bodily fluid (whether human or animal) or tissue (whether human or animal) shall be disinfected in accordance with the manufacturer's instructions and the relevant **Regulator**'s guidelines.

19. Record Keeping

The **Insured** shall at all times:

(a) maintain accurate and descriptive records of all medical services and treatments, and equipment used in procedures, for a period of at least ten (10) years from the date the services were rendered or treatment provided and, in the case of any minor, for a period of at least ten (10) years after such minor attains the age of majority and, in the case of a patient with any mental incapacity, retain such records indefinitely; and

(b) make available such records for inspection, copying and use by **Great American** or its duly authorised representatives insofar as they relate to any **Claim, Coroner's Inquiry, Complaint** or **Inquiry** or any claim under this **Policy**.

20. Alteration of Risk

The **Insured**s shall inform **Great American** in writing as soon as practicable of any material change in the risk covered by this **Policy** and **Great American** shall be entitled to amend the terms and conditions of this **Policy** and/or charge additional premium if it deems in its sole discretion that there has been any increase in the risk covered by this **Policy**. If the **Insured**s fail to agree to any such amended terms or conditions or any increase in premium, this **Policy** shall not cover any such increased risk.

21. Cessation Of Entities

If the **Policyholder** or any **Subsidiary** or any **Joint Venture** ceases to exist or operate or is consolidated with, or merged into or acquired by another entity, the cover provided under this **Policy** to the **Policyholder** or such **Subsidiary** or such **Joint Venture** or any **Insured** who is a partner, principal, director, member of a board of management or committee, or **Employee** of the **Policyholder** or such **Subsidiary** shall be limited only to **Loss**, **Coroner's Inquiry Costs**, **Document Replacement Costs**, **Reputation Protection Expenses** or **Quasi-Judicial Costs** resulting from a **Wrongful Act**, **Document Loss** or **Negative Publication** first occurring or made (as the case may be) prior to the date on which the **Policyholder** or such **Subsidiary** or such **Joint Venture** ceased to exist or operate or was consolidated with, merged into or acquired by another entity.

22. Assignment

No **Insured** shall assign this **Policy**, its/his/her rights under this **Policy**, or any proceeds payable under this **Policy** without the prior written consent of **Great American**.

23. Cancellation by Policyholder

The **Policyholder** may cancel this **Policy** at any time by giving written prior notice of cancellation of at least 30 days to **Great American**. **Great American** may cancel this **Policy** at any time by giving written prior notice of cancellation of at least 30 days to the **Policyholder**. In the event of cancellation of the **Policy** under this Condition, if no **Claim**, **Coroner's Inquiry, Complaint**, or **Inquiry** has been made or notified and no circumstance relating to any **Claim**, **Coroner's Inquiry**, **Document Loss**, **Negative Publication**, **Complaint**, **Inquiry** or claim under this **Policy** has been reported prior to such cancellation, **Great American** shall retain a pro-rata proportion of the **Premium**. Otherwise, **Premium** shall not be returnable and shall be deemed fully earned at cancellation.

24. Policy Construction

The Schedule, the **Proposal** and any Endorsements and attachments to this policy document are part of and form an integral part of this **Policy**. The descriptions in the headings, titles and sub-titles of this **Policy** are solely for reference and convenience and do not lend any meaning to this **Policy** or any of the **Provisions**. Words and expressions in the singular shall include the plural and vice versa, and a reference to one gender includes all others.

25. Scope And Governing Law

Where legally permissible and subject to General Exclusion 16 (U.S.A/Canada) and General Condition 27 (Sanctions), this **Policy** shall apply to any **Claim** or **Complaint** made against any **Insured**, or any **Coroner's Inquiry** or **Inquiry** commenced anywhere in the world except the United States of America, Canada or any of their territories, possessions or protectorates. This **Policy** shall be governed by and interpreted in accordance with the laws of Singapore and in accordance with the English text as it appears in this **Policy**. For avoidance of doubt, Singapore law shall govern the existence, validity, interpretation and operation of this **Policy** and the **Provisions**.

26. Subrogation

If any payment is to be made under this **Policy** in respect of any **Loss**, **Coroner's Inquiry Costs**, **Document Replacement Costs**, **Reputation Protection Expenses** or **Quasi-Judicial Costs**, **Great American** shall be subrogated to all rights of recovery of the **Insured** whether or not payment has in fact been made and whether or not the **Insured** has been fully compensated. **Great American** shall be entitled to pursue and enforce such rights in the name of the **Insured**, who shall provide **Great American** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The **Insured** shall not do anything to prejudice these rights. Any amount recovered in excess of **Great American**'s total payment shall be restored to the **Insured** less the cost to **Great American** of such recovery.

27. Sanctions

Great American shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Great American**, its parent or any member of its group or its parent's group to any sanction, prohibition or restriction under the trade or economic sanctions, laws or regulations of any jurisdiction applicable to **Great American**, its parent or its group or its parent's group including but not limited to, the United Nations resolutions and the trade or economic sanctions, laws or regulations of Singapore, the European Union, United Kingdom or United States of America.

28. Dispute Resolution

Except as provided in Condition 10 (Allocation), any disputes relating to this **Policy** (including its existence, validity or termination) shall first be submitted to the Singapore Mediation Centre for settlement by mediation in accordance with the Mediation Procedure for the time being in force. **Great American** and the **Insured**s agree to take part in such mediation in good faith and undertake to honour the terms of any settlement reached. If it is agreed not to refer any dispute to mediation or if mediation of such dispute fails, the dispute shall be subject to the exclusive jurisdiction of the courts of the Republic of Singapore.

29. Contracts (Rights Of Third Parties)

In this **Policy**, a person or entity who is not a party to this insurance contract shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B, or its equivalent or any other substantively similar legislation in force from time to time, to enforce any of its terms.

30. Premium Payment Warranty

(a) Notwithstanding anything herein contained but subject to sub-paragraph (b) hereof, it is hereby agreed and declared that if the **Period of Insurance** is 60 days or more, any **Premium** due must be paid and actually received in full by **Great American** (or the intermediary through whom this **Policy** was effected) within 60 days of the:

(i) inception date of the coverage under this **Policy**, renewal certificate or cover note; or

(ii) effective date of each Endorsement, if any, issued under this **Policy**, renewal certificate or cover note.

(b) In the event that any **Premium** due is not paid and actually received in full by **Great American** (or the intermediary through whom this **Policy** was effected) within the 60-day period referred to above, then:

(i) the cover under this **Policy**, renewal certificate, cover note or Endorsement is automatically terminated immediately after the expiry of the said 60-day period;

(ii) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and

(iii) **Great American** shall be entitled to a pro-rata time on risk premium subject to a minimum of SGD54.50 (inclusive of GST).

(c) If the **Period of Insurance** is less than 60 days, any **Premium** due must be paid and actually received in full by **Great American** (or the intermediary through whom this **Policy** was effected) within the **Period of Insurance**.

31. Condition Precedent

The validity of this **Policy** is subject to the condition precedent that:

(a) For the risk insured, the **Insured** has never had any insurance terminated in the last 12 months due solely or in part to a breach of any premium payment condition; or

(b) If the **Insured** has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last 12 months:

(i) the **Insured** has fully paid all outstanding premium from time to time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and

(ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the **Insured** to **Great American** before cover incepts.