



G & M International

Medical Malpractice Insurance
for Individual Healthcare Practitioners

Broker at

LLOYD'S

Could you afford a medical malpractice claim?



Introduction

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Medical professional liability insurance, sometimes known as medical malpractice insurance, is one type of professional liability insurance which protects physicians and other licensed health care professionals (e.g., dentist, nurse) from liability associated with wrongful practices resulting in bodily injury, medical expenses and property damage, as well as the cost of defending lawsuits related to such claims.

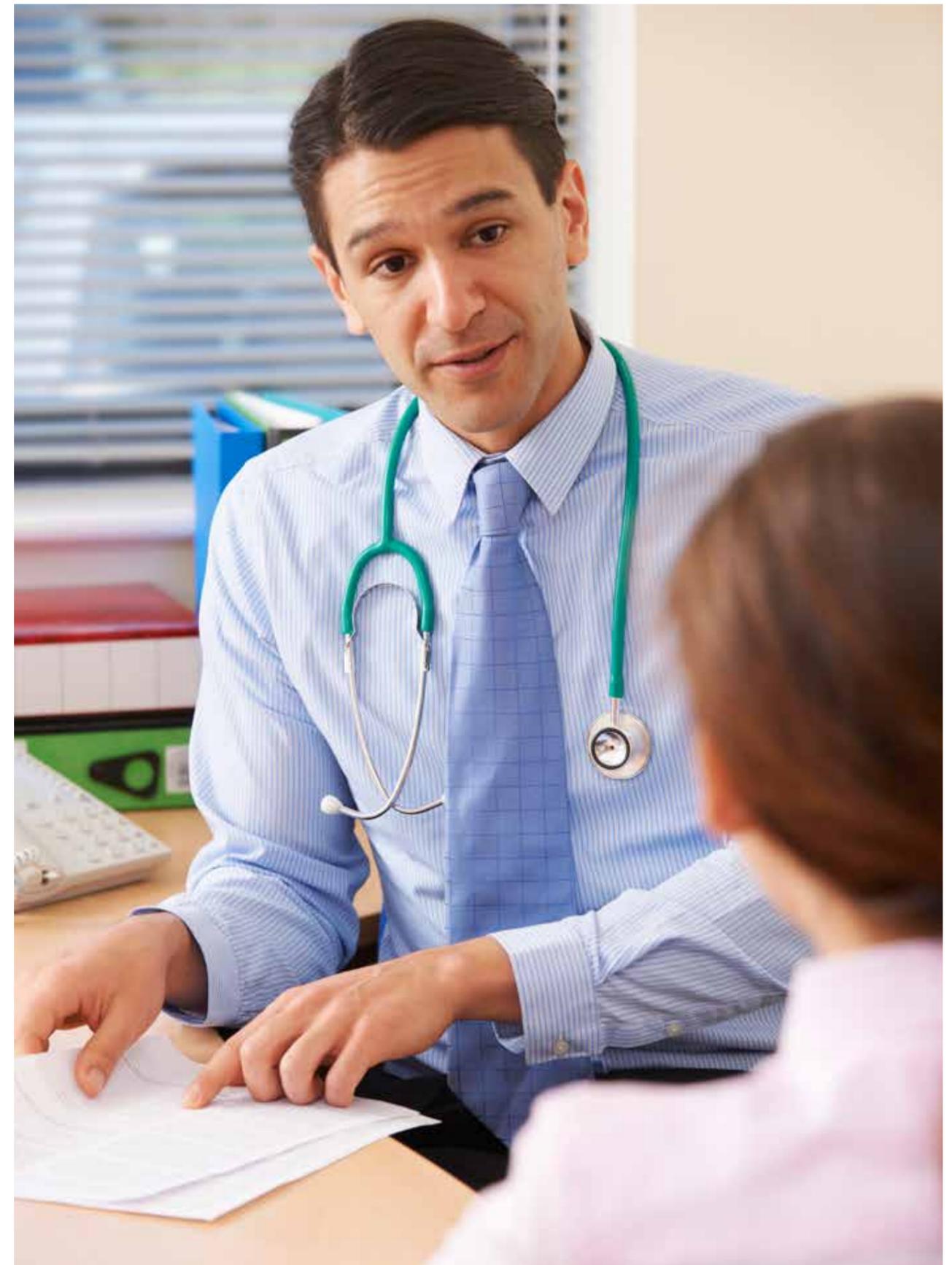
G&M International is a leading Lloyd's broker for the insurance and reinsurance of Medical Malpractice Insurance risks across the world. We have extensive expertise in this sector which allows us to offer clients a full range of insurance services from appraisals to risk reinsurance.



G&M International is part of the General & Medical Group, who are long established players in the provision of medical and other specialist insurance services to professionals, businesses and families both within the UK and internationally. Over the years we have developed many other services and insurance products available through our divisions and subsidiary companies.

As a **Lloyd's broker** we are able to utilise our broad range of products and services from the insurance industry for our clients and provide for major industry and business sectors as well as niche markets. We are continually refining and expanding our services to meet new needs in the ever changing global market.

We are passionate about our business and we recognise that each client has their own particular challenges and considerations. At G&M International, service is our top priority and we approach each situation with a strategic view and ensure that the right solution is implemented to cover each client's individual insurance needs.



Medical Malpractice

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Medical malpractice occurs when a hospital, doctor or other health care professional, through a negligent act or omission, causes an injury to a patient. The negligence might be the result of errors in diagnosis, treatment, aftercare or health management.

To be considered medical malpractice under US law (other territories may vary), the claim must have the following characteristics:

- **A violation of the standard of care** - There are certain medical standards that are recognized in the medical profession as being acceptable medical treatment by reasonably prudent health care professionals. This is known as “the standard of care”. A patient has the right to expect that health care professionals will deliver care that is consistent with these standards. If it is determined that the standard of care has not been met, then negligence may be established.
- **An injury was caused by the negligence** - For a medical malpractice claim to be valid, it is not sufficient that a health care professional simply violated the standard of care. A positive result from medical care is never guaranteed; therefore the patient must also prove he or she sustained an injury that would not have occurred in the absence of negligence. An unfavorable outcome by itself is not malpractice. The patient must prove that the negligence caused the injury. If there is an injury without negligence or negligence that did not cause an injury, there is no case.
- **The injury resulted in significant damages** - Medical malpractice lawsuits are extremely expensive to litigate, frequently requiring testimony of numerous medical experts and countless hours of deposition testimony. For a case to be viable, the patient must show that

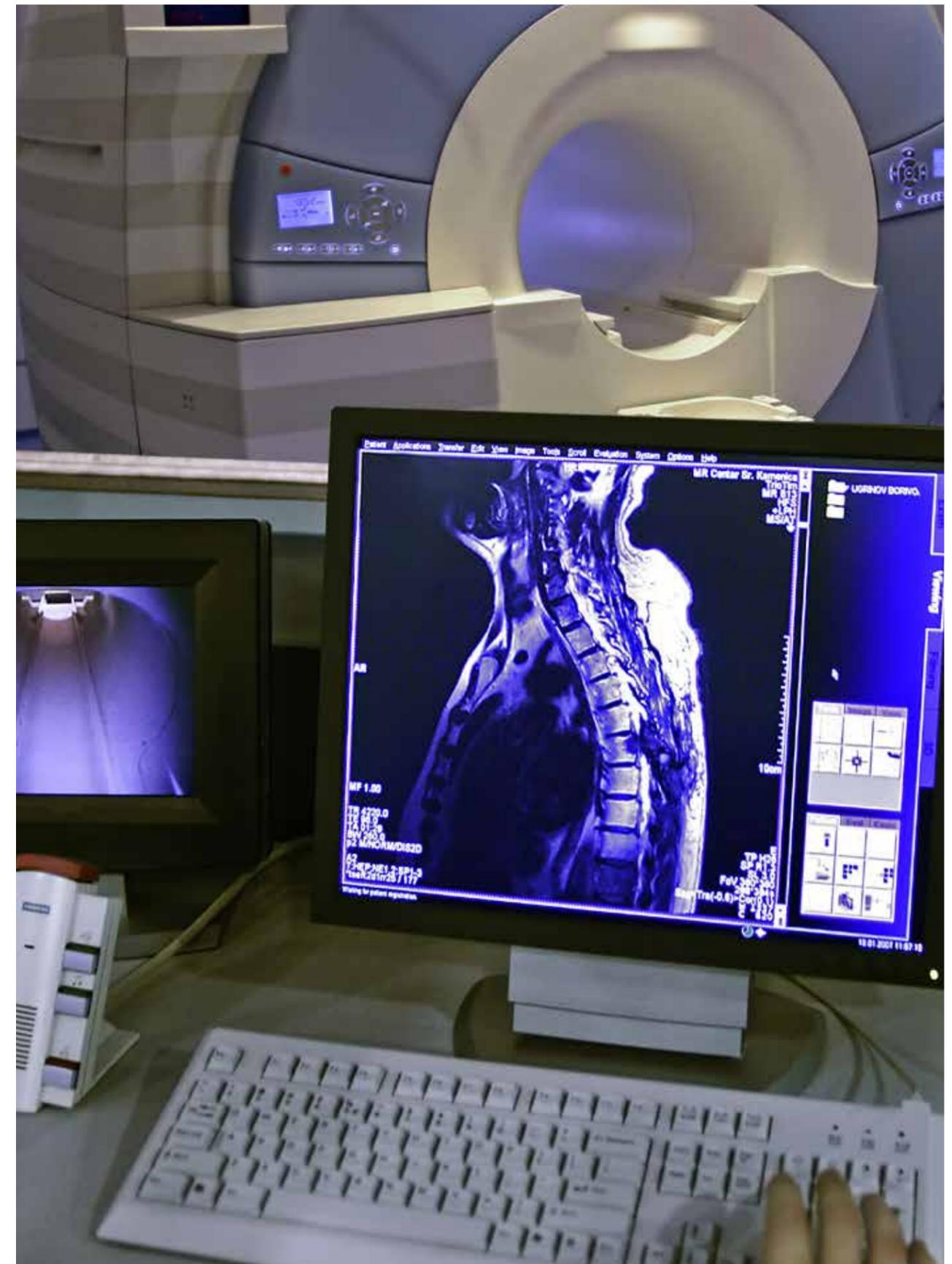
significant damages resulted from an injury received due to the medical negligence. If the damages are small, the cost of pursuing the case might be greater than the eventual recovery. To pursue a medical malpractice claim, the patient must show that the injury resulted in disability, loss of income, unusual pain, suffering and hardship, or significant past and future medical bills.

However it is important to remember that none of the aforementioned will necessarily prevent a patient from making a negligence claim, which will still need to be defended in court regardless of whether a caregiver is at fault. Medical liability insurers spend substantial funds investigating and defending claims even where there is an adverse patient outcome not resulting from negligence. Which is why insurance is always essential.

Examples of Medical Malpractice

Medical malpractice can take many forms. Here are some examples of medical negligence that might lead to a lawsuit:

- Failure to diagnose or misdiagnosis
- Misreading or ignoring laboratory results
- Unnecessary surgery
- Surgical errors or wrong site surgery
- Improper medication or dosage
- Poor follow-up or aftercare
- Premature discharge
- Disregarding or not taking appropriate patient history
- Failure to order proper testing
- Failure to recognize symptoms



Choosing the right Medical Malpractice Protection

For most physicians, malpractice insurance is one of the largest annual practice-related expenses they face, costing thousands of dollars each year. Policies provide financial protection in the event of a claim. G&M International regularly review our clients coverage to ensure you are getting not only the best price, but coverage that keeps pace with your practice.

With the financial viability of the practice and doctors' personal reputations on the line, it is imperative to make sure malpractice insurance policies leave no vulnerabilities that could wipe out a lifetime of work.

There are two basic types of malpractice claims-occurrence or claims-made.

Most insurers will only write on a **claims-made** basis, where only the policy in effect at the time a claim is reported responds for the loss, regardless of when the negligence occurred.

This period can sometimes be extended backwards with a **"retroactive date"**, to pick up past negligence. Insurers will usually require a declaration that there are "no known or reported losses at inception".

Coverage can also be extended forwards with an **"extended reporting period"** which allows claims to be made against the policy even after it expires (but only for negligence that occurred within the original policy period). Although this is generally unpopular with insurers and will usually attract an increase in premiums.

The other type of insurance is **claims-occurrence**. This policy will cover for any negligence that occurs within the policy period regardless of when a claim is brought against insurers.

Insurers will generally not provide this cover unless required by law, as it leaves them open for claims to be brought against them years after a policy is ended.

Your **policy limit** is the maximum amount that an insurer will pay out towards a claim. There are two types of limit: **"each and every loss"** – which means that no single claim can be above this amount, but you could have multiple claims. **"In the aggregate"** – means that this is the total amount of money underwriters will pay out over a period.



For example a limit of "USD 1,000,000 each and every loss and USD 5,000,000 in the aggregate" means that no single claim will be paid out more than USD 1mil, but you can have as many claims as you like over the period as long as this total is not then over USD 5mil.

Other items to look for in a policy are **sublimits**, which are values (sometimes stated as percentages of the total policy amount) that will be paid for specific things like assistance with defense of a complaint to a medical board, legal assistance with government medical scheme fraud lawsuits (eg Medicaid) or help with cyberattacks.

One sublimit area that may be of particular interest is **emergency medical expense (EME)**, it covers smaller claims before they escalate. For example, if a doctor chips a patient's tooth while administering care, it probably won't result in a lawsuit, but the patient will still want some form of compensation. Under usual circumstances a lawsuit has to be filed for an insurer to provide coverage, but with EME, that isn't the case. The insurer will review the case to see if the doctor was negligent and then settle and pay for expenses before a suit comes about. However depending on your policy these types of claims may fall below your deductible or excess.

Another important component of the policy is the **deductible** or **excess**. Your policy limit sits above an excess, and you will need to pay this amount yourself before the insurance will kick in. A deductible is slightly different in that it is instead deducted from any claimed amount.

What this means in practice is that under policy with a USD 1mil limit and USD 10k deductible, you could claim for USD 1mil and you would receive a maximum amount of USD 990,000 (10k deducted). Whereas under a policy with a USD 1mil limit and USD 10k excess, you pay the first 10k then can still claim up to the whole million (ie you would need to have a loss up to USD 1,010,000 to get a full 1mil payout).

The policy situation (sometimes known as "territorial limits") outlines where the "risk" is. This is important to note for clients in the USA performing activities that may cross state lines (especially in the case of telemedicine).

For practices located near state lines and with patients from multiple states, it is the practice location that matters, not necessarily where the patient is coming from.



Reducing Your Medical Malpractice Risk

As a physician, the fear of a malpractice lawsuit will always be present. But knowing you are doing all you can to prevent one from occurring can help set your mind at ease. Providing excellent clinical care can, of course, reduce the likelihood of an error that leads to a lawsuit, but the clinical side is not the only area to focus on.

Prioritize Physician Communication

Great communication between physicians and patients can reduce malpractice risks in many ways. When you have a trusting rapport with patients, studies show that they are more likely to disclose all of their relevant medical information. Of course, that reduces the risk of a diagnostic error or misstep that could lead to a lawsuit.

Perhaps even more important to risk management, great communication fosters a strong relationship with patients, which, also, according to several studies, reduces the likelihood a patient will sue if a problem arises.

Ask Other Staff To Step Up

Just as physicians' interactions with patients are critical, so are staff members' interactions with them, noting that poor customer service leads to poor patient satisfaction, which increases the likelihood of a lawsuit.

1. Require excellent professional etiquette.

Staff members need to be cognizant that their conversations with other staff, such as discussions about kids, TV shows, and so on, may be overheard by patients. Those conversations, especially if inappropriate, can be very off-putting to some patients.

2. Make sure staff members explain delays.

Long waits, with little or no explanation, are very frustrating to patients. To reduce the frustration, staff should explain delays to patients and share regular updates.

4. Provide training on difficult patient encounters.

Angry or demanding patients may dish out their frustration on staff, so they play a big role in whether these situations are handled appropriately. Holding training sessions in which staff and physicians role play difficult patient encounters so that everyone is comfortable with and knowledgeable about how to handle these situations, can help when it is the real thing.

5. Ask staff to serve as your eyes and ears.

Front-desk staff should observe patient reactions and emotions as they are leaving your practice. If patients leave upset, staff should inform the physicians and/or managers, who can then call the patient later to check in. That check-in call, he says, could be the difference between a damaged patient relationship, and a more positive one.

Have Strong Policies And Procedures

Policies and procedures can mitigate malpractice risks in two ways: one, if properly followed, they can prevent a problem from occurring that could lead to a lawsuit; and two, if you are sued, they can reduce the likelihood the lawsuit will be successful. Demonstrating that you followed the procedure or the policy, regardless of what it is, shows good faith.

Here are five policies the experts say every practice should have in place:

1. Policies related to employee expectations.

In addition to encouraging staff to practice great customer service, have a policy that addresses expectations regarding staff teamwork, attitude, and etiquette.

2. Policies related to EHR (electronic health record) use.

These policies should cover initial and ongoing staff and physician training, rules regarding the migration of paper records to electronic, etc. This will help reduce the risk of an error, and, if a lawsuit does occur, this will help you demonstrate good faith.

3. Policies related to scope of practice. Document scope of practice for every type of clinician within your practice. This documentation should include tasks each individual can perform, the type of patients they can see, and the supervision required.

4. Policies related to care protocols. These policies should include protocols for follow-up on patient tests and referrals, for calling in new prescriptions and prescription renewals, for handling appointment cancellations and no-shows, for handling patient complaints, and for ensuring patient privacy.

5. Policies related to telephone triage. These policies should cover who can answer what type of questions and how to document those questions and answers. Telephone care missteps often crop up in malpractice cases.

6. Create "tip sheets" for staff, so that they can quickly review the key elements of policies and procedures when necessary. Also, ask staff and physicians to review any changes or updates to policies and procedures, and require them to initial or sign that they have reviewed the changes.

Training Sessions

These are six training sessions every practice should provide, according to risk management experts:

1. What a malpractice case is, how the standard of care is proven, and how a case progresses
2. "Soft skills," such as those related to customer service, communication, dealing with difficult patients, and professional etiquette
3. Proper documentation
4. How to handle cross-cultural communication, language barriers, and literacy issues
5. All policies and procedures, and training on how noncompliance could raise malpractice risks
6. Risk reduction strategies based on lessons learned from malpractice cases against physicians in similar practices



Risks Beyond Medical Malpractice



Property Insurance

Protects against damage to the building itself in the event of fire, natural disaster etc.



Cyber Insurance

Protects against liabilities and first party losses from the result of a wide variety of cyber attacks (both external and internal). This cover is essential to any business handling sensitive client data (eg patient records).



General Liability

Coverage for a wide range of third party liabilities that could lead to a claim.



Directors & Officers

Protects against an individual's liabilities that include actions taken while serving on a board of a non-profit organisation or as president of a practice.



Business Interruption

Protects against most things that could possibly disrupt a business, such as a natural disaster that destroys the office, or an extended loss of power that prevents the practice from operating. Usually sold alongside a property policy.



Errors & Omissions

Protects against liability for parts of the practice falling outside a traditional malpractice policy, such as billing operations.



Personal Accident, Critical Illness, Keyman Insurance & Loss of Income

A variety of products for individuals against various medical situations that can temporarily affect their personal income stream (loss of income), or the overall income of a practice (keyman). As well as payouts for provision of urgent care (personal accident), or a lump sum for diagnosis of certain serious diseases (critical illness). To keep individual premiums down these are ideally sold as a group policy to an entire practice.

G&M International has a broad variety of other products and services that we can assist with, so please check our website or other brochures to see if there are other areas we can assist with, or just ask one of our friendly team for further advice.



Medical Malpractice Individual Healthcare Practitioners Proposal Form

The entity making this application agrees that the statements in this proposal form (together with any other written information which may have been supplied in conjunction therewith) are their representations, that the proposal form shall be the basis of the insurance contract and shall be considered as being incorporated therein, and that underwriters shall have relied upon the truth of such representations.

All questions must be answered; If insufficient space is available, please attach separate sheets.

General Guidance

Insurance is a contract of the utmost good faith. This means that the information you provide in this Proposal Form must be complete, accurate and not misleading. It also means that you must tell us about all facts and matters which may be relevant to our consideration of your proposal for insurance. If you have any doubt over whether something is relevant, please let us have details.

This Proposal Form is for a "claims made" policy. A "claims made" policy only responds to claims made against the Insured and notified to Insurers (via brokers) during the period of insurance arising from treatment provided on or after the policy commencement date (or retroactive date where applicable). This policy does not provide cover in relation to:

- Events that occurred prior to the commencement date of the policy (or retroactive date if applicable);
- Claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover;
- Claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- Claims made, threatened or intimated against you prior to the commencement of the period of cover;
- Facts or circumstances of which you first became aware prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy;
- Claims arising out of circumstances noted on the Proposal Form for the current period of cover or on any previous Proposal Form.



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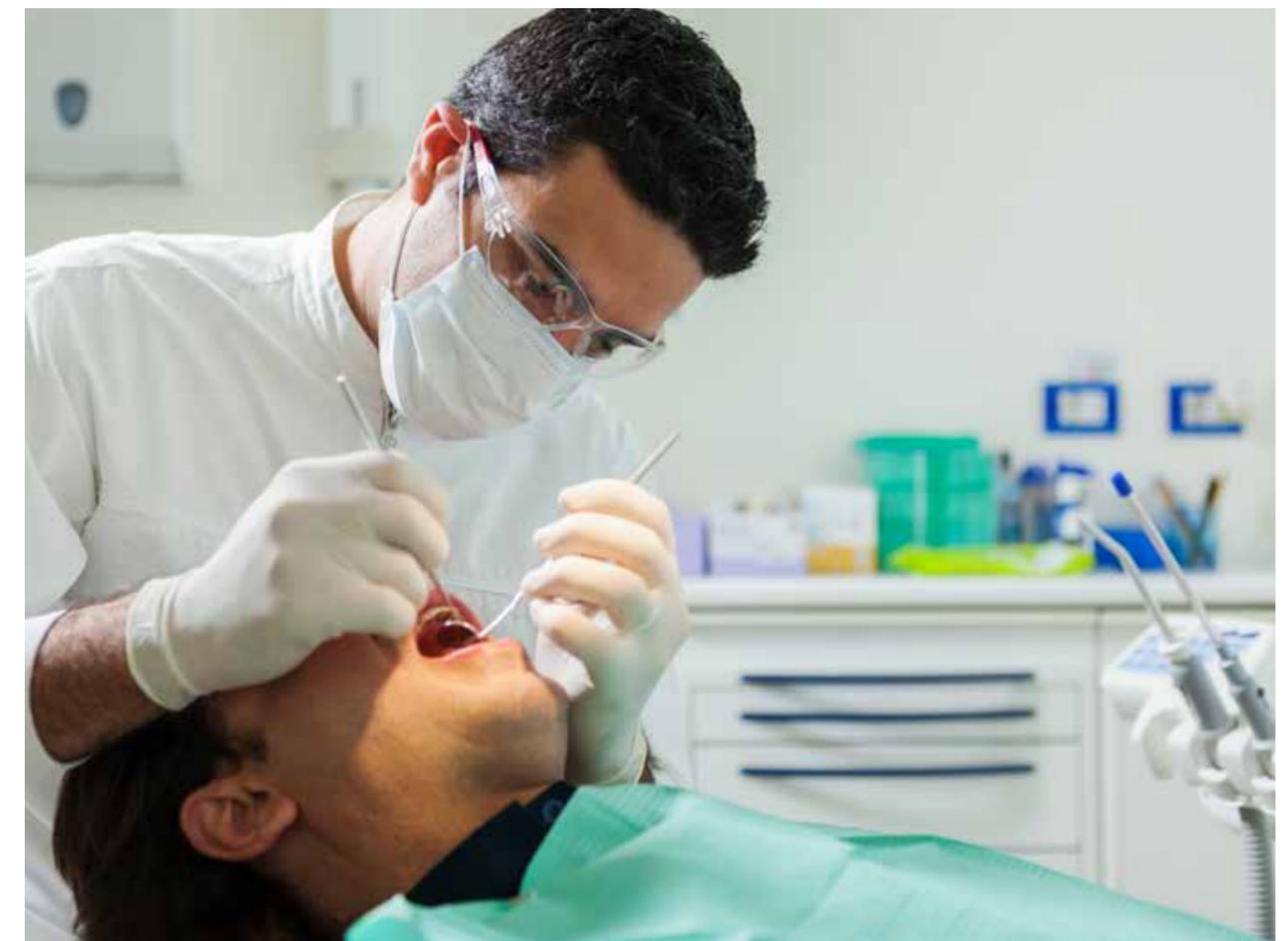
However, where you give notice in writing to Insurers (via brokers) of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of cover, the policy will, subject to the policy terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of cover.

This Proposal Form can be completed electronically or by hand and must be signed and dated by an authorised representative of the Insured. All hand written notes must be clearly legible and all questions should be answered fully, stating "NIL" or "NONE" as applicable. Incomplete answers may delay quotation.

Please attach all supporting documents and include as much detail as possible, using the additional sheets as required. It is the duty of the proposer to disclose all material facts to underwriters. For the purposes of the proposal and for all purposes relating to any policy issued pursuant to this proposal, a "material fact" shall be deemed to be one that would be likely to influence the insurers' judgment and acceptance of your proposal.

You should familiarise yourself with our standard form of policy for this type of cover before submitting this proposal.

If you are unsure of the material relevance of a fact or item of information, it is best to be cautious by disclosing anything which might conceivably influence the insurer's consideration of your proposal.



Medical Malpractice Individual Healthcare Practitioners Proposal Form

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Medical Malpractice Individual Healthcare Practitioners Proposal Form

Instructions to the Applicant

- A. This form is intended for individual healthcare practitioners. These include, but are not limited to, physicians, surgeons, dentists, pharmacists, physician assistants, nurses and other allied health and therapeutic care practitioners.
- B. You must answer all the questions in this form. If a question is not applicable, state "N/A". If more space is required to answer a question, continue on your letterhead.
- C. If you are a new practice, use the projected figures from your business plan.
- D. If you have any questions concerning this proposal, please contact your insurance broker or adviser to discuss

Application for Insurance Cover

Period of Insurance

From: To:

Limit of Liability Required

Excess / Deductible Requested

Retroactive Date

Are you requesting cover for Cyber and Privacy Infringement Liability? Yes No

1 Details of Applicant

Name

Date of Birth

Gender: Male Female

1.1 Primary practice address

1.2 Are you duly licensed to practice at the address(es) specified? Yes No

1.3 Contact phone number

1.4 Email

1.5 Please indicate your qualifications.

Institution	Degree or Qualification	Year Obtained

1.6 Please provide the details of your registration below:

a) Licensing / Registration Body:

b) Registration Number:

c) Registration Date:

d) Registration Type:

e) Date of first Registration:

1.7 Other Registration Details (where applicable).

1.8 Please list any medical societies & associations you are a member of.

Have you ever had any of the above declared in questions 1.6, 1.7 and 1.8 refused, suspended, withdrawn

- Yes (If Yes, please provide details on a separate sheet, noting the Section number)
- No or had conditions imposed at any time?



2. Details of Healthcare Services

2.1 Please indicate your classification and volume of work performed below:

Specialisation	%	Specialisation	%
Doctor			
Anaesthesiology		General Practitioner	
Cardiology		Ophthalmology (including LASIK & laser)	
Dermatology		Paediatrics (no surgery)	
Dentist – Cosmetic Dentistry		Psychiatry	
Dentist - Employer Indemnified		Radiology	
Dentist – Endodontist / Periodontist / Pros-thodontist		Other (please specify):	
Dentist – General Dentistry			
Gastroenterology		Total	100%
Surgeon			
Bariatric Surgery		Oncology	
Cardiothoracic Surgery		Oral Maxillofacial Surgery	
Ear / Nose / Throat		Orthopaedic Surgery	
General Surgery		Paediatric Surgery	
Gynaecology		Plastic Surgery (elective / cosmetic)	
Hand Surgery		Plastic Surgery (reconstructive)	
Neurosurgery		Other (please specify):	
Obstetrics / maternity		Total	100%
Allied Health & Ancillary Staff			
Counsellor		Optometrist	
Chinese Medicine Practitioner		Osteopath	
Chiropractor		Pharmacist	
Dental Assistants - Therapist, Hygienist, Technician		Physiotherapist	
Diagnostic Radiographer		Podiatrist	
Healthcare Assistant / Worker		Psychologist	
Massage Therapist		Therapist Aide	
Midwife		Other (please specify):	
Nurse			
Occupational Therapist		Total	100%

2.2 Please provide details of your income and patient numbers:

Year	Country	Income	Number of Patients
Current year (est.)		SGD	
Past year		SGD	

Medical Malpractice Individual Healthcare Practitioners Proposal Form

2.3 Do you provide healthcare services in your host country only?

Yes No (If No, please provide the breakdown of overseas services below):

Year	Country	Income	Number of Patients
Current year (est.)		SGD	
Past year		SGD	

3. Risk Management

3.1 Do you maintain accurate and descriptive records of all medical services rendered, and equipment used in procedure? Yes No

3.2 Is informed consent obtained from each patient and documented in their medical record? Yes No

If No, how often is informed consent obtained?

3.3 Do you have facilities for sterilisation of instruments in accordance with relevant guidelines/standards applying to Yes No your industry?

3.4 Do you have a written procedure for the reporting of incidents and adverse events? Yes No

4. Insurance History

4.1 Do you currently have medical malpractice? Yes No

If Yes, please provide details.

Period of Insurance	Insurer	Policy Limit (SGD)	Excess (SGD)	Retroactive Date
		SGD		
		SGD		

4.2 Have you ever had any application for medical malpractice insurance refused, or had any medical malpractice

Yes (If Yes, please provide brief details on a separate sheet, noting the Section number).

No insurance coverage rescinded or cancelled?



Contact us
Tel: +44 (0) 207 977 1490
Email: info@genmedinternational.com
Website: www.genmedinternational.com

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