



INSURANCE TERMS AND CONDITIONS

LIABILITY INSURANCE FOR MEMBERS OF THE DANISH MEDICAL ASSOCIATION

Insurance terms and conditions 1097 (1 January 2016)

The insurance is subject to the Danish Insurance Contracts Act (*Forsikringsaftaleloven*), Act no. 129 of 15 April 1930, with subsequent amendments unless derogated from by the general and special insurance terms and conditions.

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1. Scope of insurance cover

1.1

The policyholder is the Danish Medical Association (*Lægeforeningen*).

The insureds are members of the Danish Medical Association as well as members of FADL (*Foreningen af Danske Lægestuderende* (the Association of Danish Medical Students)).

1.2

The insurance covers the insured's liability as employed doctor without own medical practice for personal injury, property damage and financial loss caused during the performance of medical activities over and above the medical activities performed under the employment contract, any non-commercial medical treatment provided under the Hippocratic oath as well as due to errors in articles written for reference books, medical correspondence columns, drug registers, *Ugeskrift for Læger* (The Journal of the Danish Medical Association) etc.

The insurance also covers liability in relation to sideline activities such as:

- sporting events (not actual club doctors or the like, however, where the doctor is a permanent staff member)
- holiday abroad, meaning liability under the Hippocratic oath
- participation in conferences and the like as member of the audience or lecturer; however, liability arising as a result of erroneous instruction or material and the knowledge which the attendees acquire for their future use is not covered
- treatment of patients
- home visits as emergency service doctor
- preparation of health declarations, health certificates, prescriptions and the like provided that this is not a part of the insured's main activity
- examination of detainees/blood sampling.

It is a condition, however, that the sideline activity is only performed as a one-person business. If the sideline activity is performed in corporate form such as private limited company (ApS), public limited company (A/S), partnership (I/S) or the like, medical practice liability insurance should/must be taken out.

1.3

In addition to employed doctors without own medical practice, the following doctors' and medical students'

liability for personal injury, property damage and financial loss is covered by the insurance.

- 1) General practitioners and medical specialists. This group of persons is covered in respect of their sideline activities only (see clause 1.2).
- 2) Retired (formerly employed) doctors. This group of persons is covered only in respect of medical activities of a scope corresponding to a maximum of one quarter of a full-time position.
- 3) Doctors living abroad. It is specified that this group of persons is covered only in respect of medical activities performed in Denmark (including Greenland and the Faroe Islands).
- 4) Student members of FADL. Only claims concerning injury, damage or loss caused by a medical student during the performance of an activity with a clear educational relation, or caused acting in accordance with the Hippocratic oath are covered.

1.4

Any injury or damage which falls under the Danish Act on the Right to Complain and Receive Compensation within the Health Service (*Lov om klage- og erstatningsadgang inden for sundhedsvæsenet*), Act no. 547 of 24 June 2005, is not covered; see clause 5, item M.

However, if the doctor incurs personal liability as a result of recourse claims made by the Patient Compensation Association for injury or damage caused by gross negligence, such liability is covered irrespective of the fact that the liability was incurred in the performance of the doctor's main activity as employed doctor.

1.5

The insurance covers the insured's liability for personal injury, property damage and financial loss occurring in Denmark (including Greenland and the Faroe Islands). If the insured works in Denmark, but has his place of residence in the Nordic region or Germany, the insurance also covers any liability incurred by the insured as a result of non-commercial medical treatment provided in the insured's country of residence.

1.6

Personal injury, property damage and financial loss occurring outside Denmark (including Greenland and the Faroe Islands) are covered if the injury, damage or financial loss has occurred (1) in connection with non-commercial medical treatment provided under the Danish Hippocratic oath and (2) during travelling or temporary stays. Both conditions must be fulfilled.

2. Insurance period

2.1

The insurance covers claims made against the insured during the insurance period.

2.2

A claim is considered to have been made against the insured at the time at which the insured receives the first written notification of a claim for indemnity or of a case having been brought before the National Agency for Patients' Rights and Complaints and/or the Patient Compensation Association.

2.3

Claims made against the insured during the insurance period, but reported to Tryg more than two years after the expiry of the insurance, are not covered. Even if a claim made against the insured during the insurance period in accordance with clause 2.2 has been reported to Tryg within two years of the expiry of the insurance, such claim will not be covered if, in connection with a case brought before the National Agency for Patients' Rights and Complaints and/or the Patient Compensation Association, the insured does not receive a written

notification of a claim for indemnity and reports this to Tryg within five years of the expiry of the insurance.

2.4

The insurance does not cover damage, injury or loss ascertained prior to the date specified in the insurance certificate.

If the insured has previously been insured under a medical professional liability insurance taken out with another insurer, the following applies:

Any injury or damage ascertained prior to the inception date of this insurance, but where claims are made during the term of this insurance, is covered, provided that the previous insurance covered such injury or damage at the time when the injury or damage was ascertained.

Cover is provided on the terms and conditions and within the policy limit applying to this insurance at the time at which the insured receives the first written notification of a claim for indemnity or of a case having been brought before the National Agency for Patients' Rights and Complaints and/or the Patient Compensation Association.

Any injury or damage covered under the previous insurance's delayed claim deadline is not covered by this insurance.

3. Discontinuation of the activity

If the insured stops practising medicine, including any sideline activities in accordance with clause 1.2 of the insurance, the insurance covers the insured's liability for personal injury ascertained up to 10 years from the date of expiry, provided that this

insurance is effective on the date of expiry. In connection with one or more claims for indemnity relating to personal injury falling within the run-off period, Tryg's total liability cannot exceed DKK 12,500,000 per person insured.

4. Sum insured

4.1

The policy limit of the insurance is DKK 12,500,000 per insured doctor for claims made within the individual insurance year in accordance with clause 2.

4.2

Costs in connection with the settlement of claims are covered if they have been paid with the insurer's consent. Such costs and interest on adjudged indemnities under the insurance are covered:

- A. In connection with injury or damage occurring outside the Nordic region:
Covered only to the extent that the policy limits are thereby not exceeded.
- B. In connection with injury or damage occurring within the Nordic region:
Covered in full even if the policy limits are thereby exceeded. If the policy limits are lower than the adjudged indemnities, only the proportionate share of costs and interest corresponding to the indemnity payable by the insurer is covered.

5. Exclusions

The insurance does not cover liability due to:

- A. Treatment outside the normal activities of a general practitioner or medical specialist.

- B. Activities performed in connection with working for a hospital, foreign clinic and the like where the liability in accordance with applicable case law rests with the hospital, clinic



etc. in its capacity as employer (section 3-19-2 of the Danish Law of King Christian V (*Danske Lov (DL)*)). The doctor's personal liability is not covered by this exclusion.

- C. Loss, damage or injury incurred as a consequence of treatment which the insured in accordance with the applicable legislation etc. is not entitled to provide.
- D. Financial loss not caused by injury to persons or damage to property if the loss has occurred
 - a due to the doctor's instructions, the prescribed medication or the prescribed treatment not having the intended effect
 - b due to the doctor's instructions, the prescribed medication or the treatments being more expensive than equivalent medication or treatments, or if the prescribed medication or treatments were unnecessary or for other reasons did not help
 - c due to breach of intellectual property rights
 - d due to non-observance of time limits, deadlines and estimates, unless this happens as a result of a professional error in connection with the practice of medicine.
- E. Loss, injury or damage caused by loss or theft.
- F. The insured having neglected his duties deliberately or in a state of self-induced intoxication.
- G. The insured having assumed liability extending beyond the general rules and law of damages and liability.
- H. Fraudulent conduct regardless of who committed it.
- I. Fines of any kind imposed on the insured or a third party.
- J. Damage to or loss of property belonging to the policyholder and damage to property that the insured has borrowed, hired or rented, is holding for storage, use or transport or has in his custody or possession for any other reason in connection with the performance of his occupation.
- K. Damage to or loss of property caused in connection with new construction, conversion or extension to the insured business.
- L. Pollution of or through air, soil or water as well as any injury to persons or damage to property caused thereby. Such liability is covered, however, if the injury or damage occurred unexpectedly, unintentionally and in connection with a sudden accident and not due to the insured having failed to comply with the public regulations in force from time to time.
- M. Injury or damage covered by the Danish Act on the Right to Complain and Receive Compensation within the Health Service, Act no. 547 of 24 June 2005. Injury or damage falling within the triviality limit set out in the Act is covered by this insurance.

6. Connection to other liability insurance

The insurance does not cover liability for:

- A. Injury, damage or loss caused during the use of a motor-driven vehicle. However, if motor vehicle insurance has been taken out for such vehicle, this insurance covers the liability that is not comprised by the motor vehicle insurance.
- B. Injury, damage or loss caused by the insured's dog or by the insured's use of vessels or aircraft.

7. Termination

7.1

Either party may terminate the insurance by giving one month's written notice to expire on a renewal date.

7.2

If the insurance is not terminated, it is automatically renewed for one year at a time.

7.3

After each reported insurance event, the policyholder and the insurer are entitled, for up to 14 days after payment of indemnity or rejection of payment of indemnity, to terminate the insurance by giving 14 days' notice.



8. Premium adjustment

The insurance premium is adjusted each year on 1 January on the basis of the number of members stated by the Danish Medical Association within the five categories:

- 1) Full-time doctors
- 2) General practitioners and medical specialists
- 3) First-year medical interns
- 4) Pensioners
- 5) Persons living abroad.
- 6) Members of FADL

9. Payment of premium

9.1

The first premium is due for payment at the inception of the insurance, and subsequent premiums are due on the specified due dates.

9.2

A demand for payment will be sent to the payment address indicated by the policyholder.

9.3

If the premium is not paid after the first demand for payment, the insurer will send a written reminder about the premium payment to the policyholder at the

payment address. This reminder will contain information about the legal effects of failing to pay the premium by the deadline indicated in the reminder.

9.4

Such reminder is sent 14 days after the first demand for payment at the earliest. If the premium is not paid within 14 days of the reminder being sent, the insurer's obligation to provide cover lapses.

9.5

If the insurer has sent such a reminder, the insurer is entitled to charge a handling fee.

10. Arrangements in the event of injury or damage

10.1

As soon as the insured becomes aware or has reason to believe that a claim will be made against the insured, Tryg must be informed thereof immediately.

Tryg then decides how to safeguard the insured's interests, unless the claim is considered to be of no concern to Tryg due to the excess provisions.

10.2

The insured is under an obligation to provide any assistance to Tryg required to clear up and conclude the case.

10.3

The insured is not entitled to pay indemnity or acknowledge liability with binding effect on Tryg.

11. Insurance taken out elsewhere

The insurance does not provide cover where the interests insured under this policy are covered by other insurance.

12. Venue and governing law

Disputes concerning the insurance agreement will be settled according to Danish law by a Danish court.



Appendix

Optional insurance covering FADL members' temporary stays at clinics/laboratories abroad

Policyholder:

Danish Medical Association

Insured:

Members of FADL.

Insured risk:

Medical students' stays at clinics and laboratories abroad of up to six month's duration.

Policy limit:

DKK 12.5 million per insurance event and in the aggregate for the entire stay abroad. Any legal costs and interest on adjudged indemnities are included in and not in addition to this policy limit.

Scope of cover:

The insurance covers the insured's personal liability for personal injury, property damage and financial loss caused during an internship in the form of a stay at a clinic or laboratory abroad. The insurance cannot be terminated by the parties but expires automatically when the student's risk of incurring liability becomes time-barred.

Exclusions:

The insurance does not cover:

- claims arising from injury, damage or loss caused more than the number of weeks after the commencement of the stay for which the insured student has taken out and paid insurance
- claims arising from injury, damage or loss caused during stays at an educational institution (clinic/laboratory) at which the insured student has done an internship earlier in his course of study
- claims arising from injury, damage or loss caused during a stay abroad commenced prior to the student's registration for this insurance scheme
- claims arising from damage to or loss of property which the insured has undertaken to prepare, install, repair, mount or in any other way use, treat or process, regardless of whether such damage occurs during the execution of such action or subsequently as a consequence thereof.

In addition, clause 5, items B-J, of the above insurance terms and conditions apply to this optional cover.

Terms and conditions in general:

Clause 6 and clauses 10-12 of the above insurance terms and conditions apply to this optional cover.

Regardless of termination of the insurance for the Danish Medical Association cover will remain in force for a student having established and paid for optional insurance. Such cover will automatically cease in accordance with statute of limitation of any potential liability arising from the insured activities.

Registration and establishment of insurance cover:

Registration and payment for this insurance cover must be made to the Danish Medical Association and prior to the start of the stay abroad. The Danish Medical Association is obliged to submit information about students registered for the insurance scheme to Tryg at the end of each quarter. Payment is made in arrears at the end of the year.



Price:

For study abroad periods in the USA

For periods of up to three months: DKK 525 per week or part thereof; however, a maximum of DKK 5,250 for the entire stay abroad.

For periods of up to four months: DKK 525 per week or part thereof; however, a maximum of DKK 6,560 for the entire stay abroad.

For periods of up to five months: DKK 525 per week or part thereof; however, a maximum of DKK 7,350 for the entire stay abroad.

For periods of up to six months: DKK 525 per week or part thereof; however, a maximum of DKK 7,875 for the entire stay abroad.

For study abroad periods in Canada, Australia and the UK

For periods of up to three months: DKK 250 per week or part thereof; however, a maximum of DKK 2,500 for the entire stay abroad.

For periods of up to four months: DKK 250 per week or part thereof; however, a maximum of DKK 3,125 for the entire stay abroad.

For periods of up to five months: DKK 250 per week or part thereof; however, a maximum of DKK 3,500 for the entire stay abroad.

For periods of up to six months: DKK 250 per week or part thereof; however, a maximum of DKK 3,750 for the entire stay abroad.

For study abroad periods in the rest of the world

For periods of up to three months: DKK 75 per week or part thereof; however, a maximum of DKK 750 for the entire stay abroad.

For periods of up to four months: DKK 75 per week or part thereof; however, a maximum of DKK 935 for the entire stay abroad.

For periods of up to five months: DKK 75 per week or part thereof; however, a maximum of DKK 1,050 for the entire stay abroad.

For periods of up to six months: DKK 75 per week or part thereof; however, a maximum of DKK 1,125 for the entire stay abroad.

In the event of early termination of the stay abroad, the premium is not repaid, neither partially nor fully.

Tryg is entitled, but not obliged, to adjust the above prices once a year in accordance with the 'index of average earnings for the private sector'. Such indexation takes place without notice. However, the Danish Medical Association must be notified thereof no later than 15 December.

Requirements for registration:

When registering students for the insurance scheme, the Danish Medical Association/Contea registers the following information to be submitted to Tryg on a quarterly basis:

- the student's name and civil registration (CPR) number as well as information about the educational institution and semester
- the foreign educational institution's name and address, including country/state
- the medical field that the stay concerns
- the date of commencement and the date of completion of the professionally relevant part of the stay

Please note that Tryg cannot meet any requirements from foreign educational institutions for establishing/issuing liability insurance in the educational institution's home country.