|  |  |
| --- | --- |
| **IMPORTANT** | |
| This Policy is incomplete without the Schedule bearing the same policy number as above and all endorsements.  This Policy and its Conditions should be examined, and if incorrect returned at once for alteration.  Every change affecting the risks Insured by this Policy must be immediately advised to the Company. Failure to do this might result in the insurance ceasing to be in effect.  The policy is not transferable from the insured to any other person until the Company’s written consent has been obtained. | |
|  | |
|  | |
| **HEALTHCARE PROFESSIONAL INDEMNITY** | |
| **POLICY NO** | {POLICYNO} |
| **INSURED** | {INSUREDNAME} |
| **NAICOM UID:** | **{NAICOMUID}** |
| In the event of any loss or damage notice should be given **IMMEDIATELY**to: | |
| **CORNERSTONE INSURANCE PLC Block D Plot 21, Water Corporation Drive,  Oniru Extension, P.O.BOX 75370 (off Ligali Ayorinde Street) Victoria Island, Lagos** | |
| Followed by such further steps as are required by the Conditions of this policy. | |

**HEALTHCARE PROFESSIONAL INDEMNITY INSURANCE**

**(under Sec. 45, NHIS Act 1999)**

WHEREAS the insured named in the schedule hereto by a proposal and declaration in writing signed by or on behalf of the Insured which the insured has agreed to be of promissory nature and effect and the basis of this contract and which is to be deemed incorporated herein has applied to the Assurance Company Limited (hereinafter called the company) for the insurance hereinafter contained and has paid to the Company the sum designated first premium in the schedule hereto as the premium and consideration for the said insurance for the period set forth in the said schedule.

NOW THEREFORE THIS POLICY WITNESSES THAT the Company hereby agrees subject to the prior payment of the premium as consideration and to the terms provisions exceptions as contained herein or endorsed hereon (hereinafter collectively referred to as the terms of the policy) to insure the facility and its professional staff during the said period or during any further period for which the Company may agree to renew the insurance upon the basis of and in conformity with the table of compensations contained in the schedule hereto.

The Company agrees to pay the defense costs and any damages awarded up to the policy limit arising from legal liability to clients and third parties for breach of contract or the duty to render the standard of service for which the professional has been hired resulting in death, disability or injury by shock involving the physicians the medical centre, medical institution, medical professionals including ancillary services like nursing, therapy, laboratory, investigations and vicarious liability arising specifically from

**Negligence**

Failure of a practitioner to exercise the required standard of care for the protection of his/her patient.

**Errors**

Healthcare interventions not carried out as they ought to have been.

**Mistakes**

Errors in the judgment or the understanding of a diagnosis.

**Omissions**

Oversights in the clinical management of a patient.

**SCHEDULE**

|  |  |  |
| --- | --- | --- |
| POLICY NO: | {POLICYNO} | |
| PRODUCT: | {SUBRISK} | |
| THE INSURED: | {INSUREDNAME} | |
| ADDRESS: | {INSADDRESS} | |
| OCCUPATION: | {Occupation} | |
| PERIOD OF INSURANCE: | FROM:{StartDate} | |
|  | TO:      {EndDate} | |
|  | [BOTH DATES INCLUSIVE] |  |

|  |  |  |
| --- | --- | --- |
| **Section A** Limit of Indemnity | | |
| **STATUTORY** | **Specified** | **Unspecified** |
| Section A1 – Chief Medical Director. | 25% of Sum Insured Annual and  10% of Sum Insured each Single Occurrence  100% of Sum Insured Limit | As per Court Award |
| Section A2- Individual Professional(others) |
| Section A3 –The Medical Institution |

NO. OF HOSPITAL BEDS ACCORDING TO WARDS

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| NAME OF WARD | BEDS | PREMIUM COMPUTATION | | | APPLICABLE PREMIUM |
| TOTAL NUMBER OF BEDS | SUM-  INSURED | ANNUAL PREMIUM |
| 1. |  | Below – 20 | N10,000,00.00 | N50,000.00 |  |
| 2. |  | 21 – 50 | N15,000,00.00 | N60,000.00 |  |
| 3. |  | 51 – 100 | N40,000,00.00 | N120,000.00 |  |
| 4. |  | 101 – 500 | N60,000,00.00 | N150,000.00 |  |
| 5. |  | Above 500 | N100,000,00.00 | N200,000.00 |  |
| 6. |  |  |  |  |  |
| 7. |  |  |  |  |  |
| 8. |  |  |  |  |  |
| 9. |  |  |  |  |  |
| 10. |  |  |  |  |  |
| **TOTAL NO. OF BEDS** |  |  |  |  |  |

**{Signature}**

CORNERSTONE INSURANCE PLC

**Important Notice**

It is the duty of the Chief Medical Director to note/observe and/or ensure that:

1. Routine documentation is relevant, accurate and timely

2. Medical audit and Peer review is carried-out regularly.

3. Patients are made aware of their rights.

4. Patients are made aware that medicine is an art and not an exact science.

5. Rules of Professional Conduct for Medical and Dental Practitioners are strictly compiled with

6. Rights and responsibilities of members of the Medical and Dental professions are strictly adhered to.

7. The insurer retains the right to exercise subrogation right against employees especially where suspected of dishonesty or sharp practices.

8. The cover provided is strictly for legal liability

9. The policy is strictly a negligence policy and hence a claim based on fraud or dishonesty is not covered

10. Risks that are more properly within the jurisdiction of another policy are not

covered.

11. Claims involving warranties, guarantees or liabilities assumed under contracts are not covered

**POLICY CONDITIONS**

1) If at the time of any loss, damage or liability arising under this Policy there shall be any other insurance covering such loss damage or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof.

2A) The insured on the happening of any loss or damage relating to the contingencies insured shall at his own expense within thirty days after the happening of such loss or damage give notice thereof in writing to the Company. The claimant shall deliver to the Company a claim in writing with such detailed particulars and proofs as may be reasonably required.

B) The insured shall on receiving notice of a accident or claim from any patient or third party give immediate notice thereof in writing to the Company and as soon as possible supply full particulars thereof in writing and shall send to the Company any writ summons or other legal process issued or commenced against the insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.

C) The Insured shall not incur any expense in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, or admit any claim without the like consent.

3. The Company shall be entitled to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover or secure indemnity from any third party in respect of any risk insured by this Policy

4. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this policy all benefit thereunder shall be forfeited and the claimant shall be prosecuted in line with the laws of Nigeria.

5. If any difference shall arise as the amount to be paid under the policy (liability otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with statutory provisions being in force in that behalf. Where any difference is by this condition to be referred to Arbitration, the making of an award shall be a condition precedent to any right of action against the Company.

6. The insured shall use all reasonable diligence and care to keep the facility insured in a proper state of repair and if any defect be discovered in the facility or the expertise of the professional shall cause the defect to be made good as soon as possible and shall be in the meantime cause additional precautions to be taken for the prevention of injury loss or damage as the circumstances may require and the Company shall not be liable for any injury loss or damage caused by any defect which the Insured has failed to remedy after having observed or received notice of such defect.

7. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company on notice to that effect being given to the insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of termination.

8. Unless otherwise expressly stated by Endorsement hereon, nothing contained herein shall give any rights against the Company to any person other than the insured. Further the Company shall not be bound by any passing of the Insured otherwise than by death or operation of the law. Unless and until the Company shall by endorsement hereon, admission of liability in respect of any person by the Insured shall give no right of claim hereunder to such person, the intention being that the insured shall in all cases act for and on behalf of such person and the receipt of the Insured in any case shall absolutely discharge the Company’s liability hereunder.

9. The Insured shall give notice to the Company of any change of business name of address immediately after such change. If the Insured Person(s) engage in any other occupation than the occupation on which this Insurance is based this policy shall be become void and of no effect.

10. The Company shall not be bound to send any notice of the renewal premiums becoming due or to accept any renewal of this policy. The Company may cancel this policy by sending seven days’ notice to the Insured or his agent at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the policy has been in force but subject to the provisions of section 69 of the Insurance Act 2003 or any other enactment relating thereto.

**SPECIFICATION ATTACHING TO AND FORMING PART OF{SUBRISK} POLICY NO.  {POLICYNO} IN THE NAME OF {INSUREDNAME}**{ListTable}

**MEMORANDA ATTACHING TO AND FORMING PART OF{SUBRISK} POLICY NO.  {POLICYNO} IN THE NAME OF {INSUREDNAME}**{ListTable2}

**COMPLAINTS PROCEDURE**

We always aim to meet and exceed your expectation as our well-cherished customer. However, if you are not satisfied with our service, you may lodge your complaints to us in writing through your Broker/Agent or directly {if there is no Broker/Agent} to:

The Group Head, Customer Experience Group,

Customer Services Department

CORNERSTONE INSURANCE PLC

Block D Plot 21, Water Corporation Drive,

Oniru Extension, P.O.BOX 75370

(off Ligali Ayorinde Street)

Victoria Island, Lagos.

Contact Customer Service on:

* Telephone No: 0700 Cornerstone (0700 26763778663)
* Email: [enquiries@Cornerstone.com.ng](mailto:enquiries@Cornerstone.com.ng)

**Information to be provided with the complaint**

Name, address, contact details, and description of the complaint.

**How complaints are handled.**

* Once a complaint is received, the Customer Services Team shall acknowledge receipt of the complaint within 2 days.
* All complaints will be resolved within 3 working days.
* For exceptional cases where a complaint takes a longer time to be resolved, the Customer Services Team will keep the complainant informed of the status on a regular basis.
* In the event of an inability to resolve the complaints, the Complaint Co-Ordinator will ensure compliance with the Arbitration clause spelled out in the policy document.

**The following other options are available for the client/complainant in case the resolution is not satisfactory:**

Arbitration Committee of the Nigerian Insurers Association [NIA] at no extra cost to you.

Address: No 42, Saka Tinubu Street, Victoria Island, Lagos.

Telephone Number: 08029908531

E-mail - [info@nigeriainsurers.org](mailto:info@nigeriainsurers.org)

The Complaint Bureau of the National Commission

Address: Plot 1239, Ladoke Akintola Boulevard

Garki II, PMB 457 Garki

Abuja, Nigeria

Telephone Number: +**234 (09) 875-6021**

E-mail: [contact@naicom.gov.ng](mailto:contact@naicom.gov.ng).

Where the above processes fail to produce the desired result, customers have the right to the competent court of Jurisdiction as the final arbiter.

Thank you for choosing Cornerstone Insurance Plc as your preferred Insurance Company.