

MEMBERSHIP COVERAGE

DOCWIN Protection / Membership coverage

The Medical Practitioners of India today is scared of various Consumer Courts that have been set up by the Government of India and the Legislation by which the Medical Practitioners have been brought under the purview of Consumer Courts. The day to day invention in the Medical Science, introduction of new techniques of treatment and diagnosis and the new diseases that are coming up because of jet speed pollution, adulteration, radioactive, atmospheric and environmental dis-balances have posed great challenge before the Medical Practitioners / Medical Establishments of today coupled with the increasing awareness of the Consumer Rights by the public at large. Medico-legal Problems are so technical that it can be dealt or understood by a Medico legal expert only.

DOCWIN MEDICAL DEFENCE CONSULTANT PVT. LTD. does not guarantee success in all cases of its members. However, it will take up all the legal problems coming out of professional negligence, as and when initiated on its members and provide best Medico-Legal Defense against Medico-legal Risk/Problems/cases, which includes all Legal Cases / Suits in all nature viz. criminal, civil under any Act or Law, related to Medical service / treatment. The members shall be benefited through DOCWIN value added personalized services on all over India basis. In case of any emergency of problem, the member is required to just give a telephone / mobile call to DOCWIN MEDICAL DEFENCE CONSULTANT PVT. LTD. and can expect a prompt assistance at the members doorstep.

All the legalities are handled by our team of technical, legal & administrative experts, in co-ordination with the Doctor concerned. The Doctors are not only saving with their valuable time and money but also from all those extra mental tension and agony. DOCWIN MEDICAL DEFENCE CONSULTANT PVT. LTD. handle the cases of its members from District Forum / Lower Court to the Hon'ble Supreme Court of India level without any extra defence cost, provided that the cause of action of the case, so initiated, from the date of becoming the membership of DOCWIN MEDICAL DEFENCE CONSULTANT PVT. LTD. till the expiry of the membership.

SALIENT FEATURES OF DOCWIN COVERAGE

1. Professional indemnity Insurance coverage, if opted, through the leading insurance company in India upto a limit of Rs. 2.00 crores.
2. No Extra Charges for Defence Cost-Probably first time in the Country under any Acts or Law.
3. All Personal-legalities Defence pertaining to Medical Services / treatment only to Medical Practitioners without extra defence cost.
4. Profession support from DOCWIN-legal cell.
5. Administrative back-up from DOCWIN-legal cell with their vast experience in handling medical-negligence cases vis-a-vis legal practice.
6. Expert opinion and suggestions from DOCWIN Medical Advisory Board.
7. DOCWIN-legal conference / symposium
8. Expert opinion from Medico-legal expert of DOCWIN.
9. Day-to-day liaison with the consumer Courts for prior information of the cases as and when initiated, which are not in the knowledge of the member.
10. Day-to Day liaison with the Consumer Courts for prior information of the cases as and when initiated, which are not in the knowledge of the member.
11. Support from District level Panel of Lawyers all over India in local level where action has been initiated.
12. Provision of moving on appeal/revision/review of cases without any additional fee/charges.
13. Model on consent forms.
14. Provision of continuation of previous indemnity insurance policy with leading insurance company.

INSURANCE COVERAGE:

PROFESSIONAL INDEMNITY INSURANCE for MEDICAL PRACTITIONERS & ERRORS & OMISSIONS INSURANCE for MEDICAL ESTABLISHMENTS

A tertiary level of protection against outcome of litigation would be to go for Insurance cover. PROFESSIONAL INDEMNITY INSURANCE cover became available for Doctors and Medical establishments only recently, i.e. from December, 1991.

The term "indemnity" means reimbursement, to compensate. The principle of indemnity is strictly observed in liability insurances. These insurances (e.g., Professional Indemnity Insurance) are designed to provide the insured person protection against the financial consequences of legal liability. If the insured is legally liable to pay damages to others, the policy will indemnify him subject to the terms, conditions and limitations of the contract. Indemnity is also available in respect of legal costs awarded against the insured as well as legal costs and expenses incurred by the insured with the written consent of the insurers in the defence of settlement of claims.

How to claim:

The term "liability" means responsibility and "legal liability" means responsibilities which can be enforced by law. Legal Liability may be classified into Criminal Liability and Civil Liability. Only Civil Liability claims are payable.

Civil Liability claims will arise if there is prima facie evidence of negligence by the insured resulting in injury or death to any third party or resulting in damage to property belonging to a person other than insured.

Negligence will be proved only when following conditions are satisfied:

1. Existence of duty of care
2. Breach of this duty
3. Injury suffered by a person or property damaged as a result of that breach.

In case of any event likely to give rise to a liability claim as described above, insurance company should be informed immediately. In case any legal notice or summons is received, it should be sent to the insurance company. The company has the option of arranging the defence of the case.

The event giving rise to the claim should have occurred during the period of insurance or retroactive period and the claim first made in writing against the insured during the policy period. The maximum amount payable including defence cost will be the AOA limit selected. The Any One Year limit will get reduced by the amount of claim or indemnity paid for any one accident. Any number of such claims made during the policy period will be covered subject to the total indemnity not exceeding the Any One Year limit.

The policy will not pay for claims arising out of contractual liability, intentional non-compliance of any statutory provision, loss of goodwill, slander, fines, penalties, libel, false arrest, defamation, mental injury etc.

Highlights:

This policy is meant for professionals / Medical Establishments to cover liability falling on them as a result of errors and omissions committed by them whilst rendering professional service.

The policy offers a benefit of Retroactive period on continuous renewal of policy whereby claims reported in subsequent renewal but pertaining to earlier period after first inception of the policy, also become payable.

SCOPE OF COVERAGE:

The policy covers all sums which the insured professional becomes legally liable to pay as damages to third party in respect of any error and/or omission on his/her part committed whilst rendering professional service. Legal cost and expenses incurred in defence of the case, with the prior consent of the insurance company, are also payable, subject to the overall limit of indemnity selected.

Only civil liability claims are covered. Any liability arising out of any criminal act or act committed in violation of any law or ordinance is not covered.

Who can take the policy:

The policy is meant for the following group of professionals:-

1. Doctors and medical practitioners – which covers registered medical practitioners like physicians, surgeons, cardiologists, pathologists etc.
2. Medical establishments – which covers legal liability falling on the medical establishment such as hospitals and nursing homes, as a result of error or omission committed by any named professional or qualified assistants engaged by the medical establishment.
3. Engineers, architects and interior decorators.
4. Lawyers, advocates, solicitors and counsels.
5. Chartered accountants, financial accountants, management consultants.

HOW TO SELECT THE SUM INSURED:

In Professional Indemnity Policy, the sum insured is referred to as Limit of Indemnity. This limit is fixed per accident and per policy period which is called Any One Accident (AOA) limit and Any One Year (AOY) limit respectively. The ratio of AOA limit to AOY limit can be chosen from the following:

a. 1:1, b. 1:2, c. 1:3, d. 1:4 .

The AOA limit, which is the maximum amount payable for each accident, should be fixed taking into account the nature of activity of the insured and the maximum number of people who could be affected and maximum property damage that could occur, in the worst possible accident.

Salient features and terms and conditions of Professional Indemnity insurance policies as provided by the General Insurance Corporation of India are given hereunder :-
General Rules and Regulations:

1. Applicability – The policy provides insurance cover in respect of ERRORS and OMISSIONS on the part of the professionals whilst rendering their services. This applies to Doctors and Medical Establishments. The agreeable limits within India and including Nepal / Bhutan, for any one year/during the policy period, shall not exceed Rs.2 crores.
2. Standard Proposal Form – Insurers shall obtain duly completed Standard Proposal Form from the prosecutors at inception and subsequent renewals. No cover shall be granted unless a declaration as provided for in the proposal form is obtained from the proposer to the effect that all statutory requirements relating to the business activities are complied with.
3. Standard Policy Form – All policies fresh and renewals issued shall be in the Standard Policy Form prescribed by the insurance company / corporation.
4. Liabilities covered – Policies issued under this scheme shall cover all sums which the Insured becomes legally liable to pay as damages to third party in respect of ERRORS and/or OMISSIONS on the part of the Insured whilst rendering professional services, arising out of claims first made in writing against the insured during the policy period, including legal costs and expenses incurred with the prior consent of insurer, subject always to the limits of indemnity and other terms, conditions and exceptions of the policy. It shall not be permissible to issue any Professional Indemnity Insurance Policy with unlimited liability.

5. Premium – The rates of premium under the Agreement are annual rates. Full premium under the policy shall be paid at inception. It is not permissible to accept premium in installments. Turnover figure whenever required shall be as far as possible accurately assessed and declared by the proposer at inception of the policy. In case the insured anticipates any increase /decrease in turnover during the policy period such fluctuations should be immediately notified to the Insurer and necessary adjustments made. Under no circumstances it shall be permissible to adjust the premium for the turnover after expiry of the policy.

6. Retroactive Date – Retroactive Date is the date when the risk is first incepted under a claims made policy and thereafter renewed without break in the period of cover.

7. Revision in Limits of Indemnity – No revisions (increase / decrease) shall be allowed in the limits of Indemnity during the currency of the policy. For any upward revision in indemnity limits at renewals, the retroactive date shall be the inception date of the Policy renewal, so far as the increased limits are applicable.

8. Compulsory Excess – All policies issued under the Agreement shall be subject to compulsory excess of certain fixed percentage of the limit of indemnity per any one accident or any one year subject to a minimum of Rs.1,000 and maximum of Rs.1,00,000 (Rupees One Lakh Only) . The Insured shall bear this Compulsory Excess which is applicable to both property damage claims and death /bodily injury claims inclusive of defence costs arising out of any one accident. This excess is not applicable for Doctors and Medical Practitioners.

9. Voluntary Excess – The following discounts on the premium may be allowed for Voluntary Excess opted by the Insured except for policy for Doctors and Medical Practitioners. But these are applicable in case of insurance policy obtained by Hospitals and Medical Establishments.

Voluntary Excess (percentage) of limit of Indemnity per any one Accident Discount (%)

1 2.5, 2 5.0, 4 7.5, 6 10.0, 8 12.5, 10 15.0

10. Short Period Premium – It shall not be permissible to issue Policies for periods more than 12 months. The following short period scale of premium shall apply to (i) policies issued for periods less than 12 months and (ii) policies cancelled during the currency at the request of the insured subject to no claims :

Period Rate

Not exceeding one month 1/4th of the annual premium

Not exceeding two months 3/8th of the annual premium

Not exceeding three months 1/2th of the annual premium

Not exceeding four months 5/8th of the annual premium

Not exceeding six months 3/4th of the annual premium

Exceeding six months Full annual premium

For annual policies cancelled during the currency at the request of the insured, premium should be adjusted at the Short Period Scales for the actual period of cover subject to no claims. No refund is permissible in case of any claim under the policy.

PREMIUM & MEMBERS TARIFF:

Membership Fee for Medical Establishment

<i>Periods</i>	<i>Up to 20 Beds</i>	<i>21 to 40 Beds</i>	<i>41 to 70 Beds</i>	<i>71 to 100 Beds</i>	<i>101 to 150 Beds</i>	<i>151 to 200 Beds</i>
<i>1- Year</i>	<i>Rs.15,000\</i> -	<i>Rs.35,000\</i> -	<i>Rs.50,000\</i> -	<i>Rs.65,000\</i> -	<i>Rs.80,000\</i> -	<i>Rs.1,00,000\</i> -
<i>2- Year</i>	<i>Rs.20,000\</i> -	<i>Rs.40,000\</i> -	<i>Rs.55,000\</i> -	<i>Rs.70,000\</i> -	<i>Rs.85,000\</i> -	<i>Rs.1,50,000\</i> -
<i>3- Year</i>	<i>Rs.30,000\</i> -	<i>Rs.45,000\</i> -	<i>Rs.60,000\</i> -	<i>Rs.75,000\</i> -	<i>Rs.90,000\</i> -	<i>Rs.2,00,000\</i> -

Note:- After remittance of the above mentioned fee, a doctor can become the member of Docwin and can avail its efficient legal services support in case of any legal eventuality , occurring while performing his/her professional duty.

YEARLY PREMIUM APPLICABLE FOR....LACS COVERAGE

<i>Basic Premium @ Rs. 300/- per Lac</i>	<i>Rs.</i>
<i>Add: OPD @ Rs. 1 per Patient</i>	<i>Rs.</i>
<i>Add: Indoor Patient @ Rs. 5/- per Patient</i>	<i>Rs.</i>
<i>Sub Total:</i>	<i>Rs.</i>
<i>Add: 7.5% on the basic premium for the Coverage of Para medical staffs/unqualified Staffs.</i>	
<i>Total:</i>	<i>Rs.</i>
<i>Add: 18% GST (as per notification Of Ministry of Finance)</i>	
<i>Total Premium:</i>	<i>Rs.</i>
<i>Plus: Membership fee of Docwin</i>	<i>Rs.</i>
<i>Grand Total:</i>	<i>Rs.</i>

MEMBERSHIP FEE (WITH PROFESSIONAL INDEMINITY COVERAGE)

Specialties of doctors According to risk(As per GIC) Includes GST @18% on premium	Periods in year	LIMIT OF INDEMINITY INSURANCE			
		10 Lacs Yearly	20 lacs Yearly	50 Lacs Yearly	1 Crore yearly
1. Plastic Surgeon Anesthetist	One	Rs. 13,540/-	Rs. 17,080/-	Rs. 27,700/-	Rs. 45,400/-
	Two	Rs. 19,080/-	Rs. 26,160/-	Rs. 47,400/-	Rs. 82,800/-
	Three	Rs. 25,620/-	Rs. 36,240/-	Rs. 68,100/-	Rs. 1,21,200/-
2. Gynecologist, E.N.T/EYE, Orthopedic, Dental, Gen. Surgeon etc.	One	Rs. 12,360/-	Rs. 14,720/-	Rs. 21,800/-	Rs. 33,600/-
	Two	Rs. 16,720/-	Rs. 21,440/-	Rs. 35,600/-	Rs. 59,200/-
	Three	Rs. 22,080/-	Rs. 29,160/-	Rs. 50,400/-	Rs. 85,800/-
3. Con. Physician, Cardiologist, Pediatician, Dermatologist, Psychiatrist etc.	One	Rs. 11,180/-	Rs. 12,360/-	Rs. 15,900/-	Rs. 21,800/-
	Two	Rs. 14,360/-	Rs. 16,720/-	Rs. 23,800/-	Rs. 35,600/-
	Three	Rs. 18,540/-	Rs. 22,080/-	Rs. 32,700/-	Rs. 50,400/-
4. General Physician (MBBS,BAMS, BUMS, BHMS etc.) Radiologist, Pathologist, etc.	One	Rs. 10,590/-	Rs. 11,180/-	Rs. 12,950 /-	Rs. 15,900/-
	Two	Rs. 13,180/-	Rs. 14,360/-	Rs. 17,900/-	Rs. 23,800/-
	Three	Rs. 16,770/-	Rs. 18,540/-	Rs. 23,850/-	Rs. 32,700/-

Note: - The above mentioned membership fee includes the Legal & Admn. Charges of DOCWIN.

MEMBERSHIP FEE (WITHOUT INSURANCE COVERAGE)

PERIODS	MEMBERSHIP FEE
FOR ONE YEAR	Rs. 10,000/-
FOR TWO YEAR	Rs. 12,000/-
FOR THREE YEAR	Rs. 15,000/-

Note:- After remittance of the above mentioned fee, a doctor can become the member of DOCWIN and can avail its efficient legal services support in case of any legal eventuality , occurring while performing his/her professional duty.