



INDEMNUS

VERSEKERINGSMAKELAARS (EDMS) BPK • INSURANCE BROKERS (PTY) LTD

2003/006473/07
Established 1991 Gestig
FSP 8755

TO WHOM IT MAY CONCERN

POLICY NUMBERS SPL/SLFG/000006766 AND FASA/2121908

MEDICAL MALPRACTICE / PROFESSIONAL INDEMNITY / PUBLIC LIABILITY AND NEEDLE STICK INJURY / PERSONAL ACCIDENT ANNUAL INSURANCE FOR NURSING & DEFENCE FORCE STAFF AS DEFINED BELOW

We offer the above mentioned insurance covers under a group scheme for all **Medical Students, Nursing Assistants, Nurses, Ward Nurses under proper professional supervision, in the fields mentioned (and for non other) their Assistants, Doulas (excluding Midwives), Psychiatric Nurse Therapist, Frail Care Workers, Social Workers, Home Carers & Paramedics, Qualified Therapeutic Aroma Therapists / Masseurs / Reflexologists. In respect of the Defence Force only, Psychologists', Biokeneticists, Environmental Officers, Health WCO's, Physiotherapists, Social Workers, Speech Therapists, in the fields mentioned (and for none other) for the purpose of this insurance**, which provides cover in respect of their professional indemnity (medical malpractice) and personal accident. **We are not a Union or an Employee representative organisation.**

This is a voluntary insurance scheme available as an option to all staff groups and nursing agencies, on behalf of their staff, and/or individual nurses (subject to the premium being paid). The basic cover is for Medical Malpractice, Professional Indemnity and Public Liability but this may be extended to include **Needle Stick Injuries and Personal Accident Cover as described below.**

Please note that this policy does not provide Indemnity Cover for the Agency or Organisation itself but only to the nursing staff employed by the agency or Employer. The policy is issued in the name of the Group Scheme – 'Indemnus Pro-medical Nursing Scheme on behalf of paid-up Members as stipulated on their individual Insurance Certificates'. This is very important because the cover is in the name of the individual and the policy therefore belongs to the individual and not to the agency or employer. The above therefore puts cover into operation wherever the member is working, **even if he/she provides medical assistance at road side.**

Please note - Policies issued in the name of the Nursing Agency or in the name of an Employer for cover of their employees restricts the employee to cover only whilst he/she works for the specific nursing agency or employer. When such an employee works for another agency or employer he/she is not covered because the policy does not belong to him/her but to the agency /employer. In this instance no cover will apply in the event where the member provides road side assistance because he/she is not acting within the course of their employment.

VERY IMPORTANT!

The cover under the Medical Malpractice Policy is based on a **CLAIMS MADE BASIS.** Meaning that, if a claim is made during the time period when the policy is in effect, the insurance company is responsible for its payment, up to the limits of the policy, regardless of when the act or event causing the claim occurred, provided that the date is within the Retroactive Date on the certificate of the individual. **N.B.** When a claims made policy expires all cover ceases unless Run-Off cover is arranged or a new claims made policy is established with a suitable retroactive date. (**RETROACTIVE DATE** - This is the date on a claims-made policy which indicates the effective date of the individual's first Medical Malpractice cover. Any claim made during the policy period on the individual's certificate for a loss that occurred before the retroactive date will not be covered.)

Indemnus Insurance Brokers (Pty) Ltd administers the scheme and because it is a scheme policy the cover and premiums are the same for all individuals / agency staff or personnel groups. The cover is provided under a master policy and that is the only wording which applies. However, the policy applies as if it were issued for each separate individual.

This document is a short summary of the insurance cover available under the scheme and is under no circumstances meant to replace the policy wording. Any word used or information provided herein will be subject to the meaning and interpretation of the underwriter's policy wording.

141 Monument Rd, 141, Aston Manor, Kempton Park / P.O. Box 10121, Aston Manor 1630
Tel: (011) 391-2118, 391-2150 Faks/Fax: (011) 391-2158

Direkteure/Directors: T. van der Walt BOP (Unisa) FCII A.P. Preis FCII

It is important that you always disclose all relevant information and facts regarding the risk and individual, which might affect the determination of the risk, to us. This would include information e.g. previous claims or any other aspects regarding the person and/or his/her occupation which might increase the risk. The information is important in order to comply with the requirements of disclosure of material facts.

The Medical Malpractice, Needle Stick and Personal Accident Policies that form part of the scheme **underwritten by Hollard Insurance Company Limited**. Our role is that of the broker handling the placement, negotiations, support in claims and other aspects of insurance on behalf of the members of the scheme.

INSURANCE PERIOD

The insurance period for the scheme (the main policy) is from **01 March each year to 28 February the following year**.

NB! PLEASE NOTE! ALL PREMIUMS ARE ALWAYS PAYABLE IN ADVANCE.

PREMIUM PAYMENT

Please submit your premium into the following bank account

BANKING DETAILS:

ACCOUNT HOLDER BANK	INDEMNUS INSURANCE BROKERS (PTY) LTD ABSA BANK
ACCOUNT NUMBER:	260216058
BRANCH CODE:	334 – 642

PROPOSAL FORMS

➤ **PROPOSAL FOR GROUPS**

Groups wanting to join the scheme need to submit a list of the members in that group and we require the following information:

Surname

First names

ID Number

Employee Number

Confirmation of any previous claims whether claims have been submitted or not.

Category of Professions within the group (eg. Nurse, Biokineticist, etc)

➤ **PROPOSAL FORMS FOR INDIVIDUALS**

Please COMPLETE the attached proposal form.

All enquiries can be directed to:

Alma van der Walt/ Rachel Havenga	Tel	011 391 2118
P.O. BOX 10121	Fax	011 391 2158
Aston Manor		
1630		

E-mail [**mail@indemnus.co.za**](mailto:mail@indemnus.co.za)

Yours faithfully



Tjaart van der Walt
MANAGING DIRECTOR

SUMMARY OF THE COVER

A. Medical Malpractice

B. Needle Stick Injury and Personal Accident. (Optional)

SECTION A MEDICAL MALPRACTICE COVER AND PREMIUM (Underwritten by **HOLLARD INSURANCE COMPANY LTD**)

INSURANCE COVER

Indemnity

The Insurer indemnifies the insured against legal liability to pay for damages:-

- Consequent upon the negligent conduct as a professional person. The indemnity includes all reasonable costs and expenses attached to the claim (bodily injury and damages in consequence of professional care) with the consent of the Insured.

Costs and expenses

1. the legal costs attached to representing the insured member during a civil suit in consequence of a negligent event – the investigation, defence or settlement of the claim limited to the 'limit of indemnity' shown in the policy.
2. Representation of a member at any disciplinary hearing at the **SA Interim Nursing Council** and these costs are limited to R250 000 per event.

CONDITIONS – (Extremely important because it may impact on any claim.)

1. A member that is involved in an incident must advise *Indemnus Insurance Brokers (Pty) Ltd* within 7 days of the event and provide full details and documentation within 30 days thereafter.
2. No person, not the insured nor any other person, may ever admit liability for any accident/incident or sign any admission of guilt unless so instructed by the insurance company.
3. Cover for each individual needs to be uninterrupted, and commencement will be effective from the Retro-Active date reflected on the individual's certificate. Should evidence of previous cover not be obtained on our records, the onus of proving previous cover rests with the individual?

VERY IMPORTANT!

4. The Medical Malpractice Policy is based on a **CLAIMS MADE BASIS**. Meaning that, if a claim is made during the time period when the policy is in effect, the insurance company is responsible for its payment, up to the limits of the policy, regardless of when the act or event causing the claim occurred, provided that the date is within the Retroactive Date on the certificate of the individual. **N.B.** When a claims made policy expires all cover ceases unless Run-Off cover is arranged or a new claims made policy is established with a suitable retroactive date. (**RETROACTIVE DATE** - This is the date on a claims-made policy which triggers the beginning period of coverage prior to the effective date of the individual's certificate. Any claim made during the policy period on the individual's certificate for a loss that occurred before the retroactive date will not be covered.)

EXCLUSIONS: The insurers will not be liable to indemnify the insured in respect of claims arising out of:

- | | |
|--|--|
| 1. Occurrences of Malpractice known to the insured at inception of the policy | warranties or any amount for which the insured is not legally liable. |
| 2. Occurrences of Malpractice attaching to another policy prior to this policy. | 8. Any circumstance falling within the scope of any motor vehicle insurance. |
| 3. Occurrences of Malpractice occurring prior to the Retroactive Date on this policy. | 9. The ownership, possession or use of any aircraft, watercraft or hovercraft. |
| 4. Claims made against the insured and notified to Insurers of any other policy | 10. Arising out of the ownership, hire leasing, or operation of any airstrip airport or helicopter pad. |
| 5. Any fraudulent, malicious or illegal act or omission. | 11. The insolvency, liquidation or judicial management of the insured. |
| 6. The deliberate, conscious or intentional disregard by the insured of the need to take reasonable precaution to prevent Medical Malpractice Occurrences. | 12. Any legal liability arising from discharge release of smoke, toxic chemicals liquids, gases or other similar substances. |
| 7. Or in connection with the fulfilment or payment of contractual, civil or criminal fines or penalties, performance | 13. Death, injury or disease contracted by any insured out of their employment. |

14. Liability out of contract or agreement which would not have attracted in the absence of such contract.
15. Indemnity available to the insured under any other insurance except in respect of any excess beyond the amount which would have been payable.
16. Any claim made against the insured by any holding, controlled or subsidiary company.
17. The performance of any Pharmacological / clinical trials.
18. Any employment practices claims.
19. Any connection with war or war like actions.
20. Directly or indirectly due to ionising radiation or contamination or nuclear activities.
21. Any acts involving hazardous products such as but not limited to asbestos.
22. Services rendered whilst under intoxicants or narcotics.
23. The use of drugs for weight reduction.
24. Professional services rendered to provoke/avoid gravidity/procreation including operations to produce sterility; in-vitro-fertilisation; abortions; and consequential financial losses.
25. Injury, which is actually or allegedly caused by, contributed to by, or in any way related to AIDS or its pathogenic agents or hepatitis.
26. The operation of blood banks except where these are purely providing blood or blood products.
27. Genetic damages or genetic manipulation.
28. Claims by one insured against another insured.

LIMITS OF INDEMNITY

The Limits Of Indemnity as indicated on the proposal are subject to change from year to year. Currently they are as follows:

Medical Malpractice	Per claim and per period	R5 000 000.00
Professional Indemnity	Per claim and per period	R5 000 000.00
Public Liability	Per claim and per period	R2 500 000.00
Civil Enquiry Hearing	Per claim and per period	R 250 000.00
First amount payable		R2 500.00 for enquiries and Public Liability, Increasing to R5 000.00 for all other claims
Cumulative Scheme Limit		R25 000 000.00

Premium

R240.00 per person per year. This is an MINMUM annual premium and payable in advance. **Provide us with proof of payment as well as the completed proposal form**

SECTION B.1 - NEEDLE STICK AND HIV (Optional) **(Underwritten by HOLLARD INSURANCE COMPANY LTD)**

Accidental exposure to body fluid, sharps or needle stick that expose the Insured Person to the insured person being first *Diagnosed* as "**HIV Positive**" as define in the policy during the period that he/she practices his/her profession.

DEFINITIONS

For purposes of this insurance the following words and phrases shall have the meaning assigned to them hereunder:

1. **Accident shall mean** a single sudden and unexpected event which occurs at an identifiable time and place during the *Period of Insurance*.
2. **Accidental Contact shall mean** any unintentional contact of the *Insured Person's* ruptured or broken skin or mucous membranes with the blood or bodily fluids of a third party whilst the *Insured Person* is carrying out their medical duties.
3. **Bodily Injury shall mean** a specific physical injury caused by an *Accident* and involves *Accidental Contact*
4. **Diagnosed shall mean** the identification of a specific illness/disease. This identification must result from the relevant tests defined below.
5. **HIV shall mean** the Human-Immuno Deficiency Virus
6. **HIV Positive shall mean** the *Insured Person* has undergone diagnostic testing under the directions of a medical practitioner for *HIV* antibodies, which are then sent immediately to a duly accredited laboratory of the National Pathology Group for testing in accordance with both World Health Organisation testing strategy III (3 ELISA protocol) and for Blood Grouping and World Health Organisation testing strategy Western Blot Test. The results of these procedures must prove positive.
7. **Initial Test shall mean** a blood sample taken from the *Insured Person* within 24 hours of the *Accidental Contact* and tested in accordance with the procedures stated in the *HIV Positive* definition.
8. **Second Test shall mean** a blood sample taken from the *Insured Person* within 90 days of the *Accidental Contact* and tested in accordance with the procedures stated in the *HIV Positive* definition.
9. **Third Test shall mean** a blood sample taken from the *Insured Person* within 180 days of the *Accidental Contact* and tested in accordance with the procedures stated in the *HIV Positive* definition.
10. **Limits shall mean** the Sum Insured specified with respect to the *Insured Person* in the Schedule.

CLAIMS PROCEDURE

In the event of an *Accident* which results in *Bodily Injury* the *Insured Person* must follow the below claims procedure:

1. The *Insured Person* must undergo an *Initial Test*, made by a registered medical practitioner in accordance with laboratory and clinical criteria, within 24 hours of the *Accident*.
2. At the time of the *Initial Test* the *Insured Person* must inform the registered medical practitioner that they must arrange for the sample to be stored at the testing laboratory with a label which provides for ready identification that the sample was taken from the *Insured Person*. The sample must be stored for a minimum period of six months.
3. The *Insured Person* must advise Indemnus Insurance Brokers (Pty) Ltd of the medical facility conducting the test within 24 hours following the *Accident* or as soon as possible if the *Accident* occurs over a weekend or public holiday.
4. The *Insured Person* must make an official report giving full details of the *Accident* to Indemnus Insurance Brokers (Pty) Ltd within 7 days.
5. Immediately upon receipt of the results of the *Initial Test* the *Insured Person* must submit these results to Indemnus Insurance Brokers (Pty) Ltd and confirm that the results are in respect of the *Insured Person* who is the subject of the potential claim.
6. If the *Initial Test* shows a *HIV Positive* result, the *Insured Person* contracted *HIV* prior to the said *Accident* and thus no claim can be made.
7. If the *Initial Test* shows a negative result the *Insured Person* must within 90 days of the *Accident* submit to a *Second Test*, if this should also show a negative result a *Third Test* must be undertaken within a further 90 days.
8. Immediately upon receipt of the results of the *Second Test* and, where applicable the *Third Test*, the *Insured Person* must send the results to Indemnus Insurance Brokers (Pty) Ltd and affirm that they are in respect of the *Insured Person* who is the subject of the potential claim.
9. If the *Second Test* or *Third Test* shows a *HIV Positive* result, the *Insured Person* contracted *HIV* as a direct result of the said *Accident* and thus a valid claim can be made.

EXCLUSIONS

The Underwriters shall not be liable to pay compensation for *Bodily Injury*:

1. to *Insured Persons* under 16 or over 75 years of age;
2. to *Insured Persons* with *HIV* that was *Diagnosed* and made aware to the *Insured Person* prior to the *Period of Insurance*.
3. to *Insured Persons* where infection manifests itself after a negative test result at **6 months** has been obtained.

**SECTION B.2 – PERSONAL ACCIDENT (Optional)
(Underwritten by HOLLARD INSURANCE COMPANY LTD)**

Applicable only if stated in the Schedule to be included

OPERATIVE CLAUSE

1. If during the *Period of Insurance* the *Insured Person* sustains an *Accident* which causes *Bodily Injury* as defined, the Underwriters agree to pay to the *Insured Person* or his/her Estate the compensation as stated in the Table of Compensation after the total claim has been substantiated.
2. For purposes of this Insurance the following words and phrases shall have the meaning as assigned to them hereunder:
 - a. **Accident shall mean** an external, sudden, unexpected, unusual and specific event which occurs at an identifiable time and place during the *Period of Insurance* and shall also include starvation, thirst or exposure to the elements resulting from a mishap to a conveyance in which the *Insured Person* is travelling.
 - b. **Act of Terrorism shall mean** an act, including but not limited to the use of force of violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
 - c. **Bodily Injury shall mean** identifiable physical, injury which
 - i. is caused by an *Accident*, and
 - ii. solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disability of the *Insured Person* within twenty four months from the date of the *Accident*.
 - d. **Excess shall mean** the first amount or proportion of a loss that the *Insured Person* must bear.
 - e. **Permanent Total Disability shall mean** disablement which totally prevents an *Insured Person* from working in their usual occupation, which lasts twelve months and at the expiry of that period is beyond hope of improvement.
 - f. **Permanent Disability shall mean** those disabilities set out under the Scale of *Permanent Disability* in the Table of Compensation herein.
 - g. **Professional Player shall mean** any person who earns in excess of 50% of their income from playing sport or who participates in a sport that remunerates them as a means of livelihood.

- h. **Temporary Total Disability shall mean** disablement which temporarily prevents an *Insured Person* from carrying out all parts of their usual occupation.

TABLE OF COMPENSATION

In the event of Compensation being due under Death (1) *Permanent Total Disablement* (2) and the Scale of *Permanent Disability* (3) referred to hereunder as a consequence of any one *Accident* the maximum amount payable hereunder shall not exceed 100% in total.

The following percentages shall be payable in the event of an *Accident* resulting in:

	Percentage of Compensation as stated on the Schedule
1. Death.....	100%
2. <i>Permanent Total Disablement</i>	100%
3. Scale of <i>Permanent Disability</i>	
Permanent and total loss of use of:	
a. Speech	100%
b. hearing in both ears	100%
c. one or more limbs by physical separation at or above the wrist or ankle	100%
d. one or both eyes	100%
sight in one or both eyes.....	100%

EXCLUSIONS

The Underwriters shall not be liable to pay compensation for *Bodily Injury*:

- caused by suicide, attempted suicide, or intentional self-injury or deliberate exposure to obvious risk or injury (unless in an attempt to save human life) or the *Insured Person's* own criminal act(s) as stated in terms of Act 51 of 1977 (Criminal Procedures Act);
- whilst the *Insured Person* is:
 - under the influence of drugs or narcotics unless such drugs or narcotics were administered by a member of the medical profession (other than the *Insured Person*) or unless prescribed by and taken in accordance with the directions of a member of the medical profession (other than the *Insured Person*), but not in respect of treatment for the abuse of such drugs or narcotics;
 - in a state of intoxication whilst operating a vehicle. The term "intoxication" shall mean having a blood alcohol concentration (BAC) greater than 0.1g alcohol per 100ml blood at the time whilst operating a vehicle;
- whilst the *Insured Person* is travelling by air other than as a passenger in a licensed passenger carrying aircraft;
- to persons under 16 or over 75 years of age;
- whilst the *Insured Person* is participating in any sport as a *Professional Player* or racing of any kind involving the use of a power driven vehicle, vessel or craft.
- due to mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related conditions;
- directly or indirectly arising out of venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or Aids related complex (ARC) howsoever this syndrome has been acquired, or be named;

If the Underwriters allege that by reason of exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the *Insured Person* or his/her Estate.

SUMS INSURED AND PREMIUMS

The sums insured are as follows:

Section 1 - Occupational HIV

Occupational HIV	R 12,500
Preventative Treatment	Costs up to R 3,000 any one incident
Initial Blood Storage	Up to R 300 in all within any 12 month period

Section 2 – Personal Accident

Accidental Death	R 25,000
Permanent Total Disablement	R 50,000
Permanent Disablement	Such percentage of R 50,000 as specified under the Table of Compensation
Additional Death Benefit	R 10,000

Annual Premium per Insured Person = R50 (VAT Inclusive)

PROPOSAL FORM

Presented by

INDEMNUS INS. BROKERS (PTY) LTD

2003/006473/07

FSP Nr. 8755

Dr./Mr./Me

Surname.....

Full names.....

ID Nr.....Tel Nr.FaxNo.....

Address.....

Occupation Compulsory).....

Qualifications : How long in practice:

*** VERY IMPORTANT:**

ONLY NURSES AND FRAIL CARE WORKERS and any other profession as declared on the policy schedule from time to time)

Work Address.....

Were you previously or currently insured against Professional Indemnity / Medical Malpractice?

If yes, please give details of Insurer, Limit Of Indemnity and Excesses applicable:

.....

Were you previously or currently involved in a claim arising out of the treatment of a patient?

If yes, please give details.

.....

MEDICAL MALPRACTICE / PROFESSIONAL INDEMNITY / PUBLIC LIABILITY AND PREMIUM (COMPULSORY) (Underwritten by HOLLARD INSURANCE COMPANY LTD)

Cover

Medical Malpractice	Per claim and per period	R5 000 000.00
Professional Indemnity	Per claim and per period	R5 000 000.00
Public Liability	Per claim and per period	R2 500 000.00
Civil Enquiry Hearing	Per claim and per period	R 250 000.00
First amount payable	R2 500.00 for enquiries and Public Liability, Increasing to R5 000.00 for all other claims	
Cumulative Scheme Limit	R25 000 000.00	

Premium

R240.00 per person per year. This is an **MINIMUM** annual premium and payable in advance.
NB : KINDLY PROVIDE US WITH THE COMPLETED PROPOSAL FORM AS WELL AS PROOF OF PAYMENT

VERY IMPORTANT!

The Medical Malpractice Policy is based on a **CLAIMS MADE BASIS**. Meaning that, if a claim is made during the time period when the policy is in effect, the insurance company is responsible for its payment, up to the limits of the policy, regardless of when the act or event causing the claim occurred, provided that the date is within the Retroactive Date on the certificate of the individual. **N.B.** When a claims made policy expires all cover ceases unless Run-Off cover is arranged or a new claims made policy is established with a suitable retroactive date. (**RETROACTIVE DATE** - This is the date on a claims-made policy which triggers the beginning period of coverage prior to the effective date of the individual's certificate. Any claim made during the policy period on the individual's certificate for a loss that occurred before the retroactive date will not be covered.)

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- **NEEDLE STICK INJURY AND PERSONAL ACCIDENT. (OPTIONAL)**
(Underwritten by HOLLARD INSURANCE COMPANY LTD)

Please tick if this cover is required

Section 1 - Occupational HIV

Occupational HIV	R 12,500
Preventative Treatment	Costs up to R 3,000 any one incident
Initial Blood Storage	Up to R 300 in all within any 12 month period

Section 2 – Personal Accident

Accidental Death	R 25,000
Permanent Total Disablement	R 50,000
Permanent Disablement	Such percentage of R 25,000 as specified under the Table of Compensation
Additional Death Benefit	R 10,000

Annual Premium per Insured Person = R50 (VAT Inclusive)

TOTAL PREMIUM: (per person)

Professional Indemnity and Personal Liability	R _____	per annum
Needle Stick injury and Personal Accident. (if selected)	R _____	per annum

TOTAL	R _____	per annum
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(Broker commission included R48.00 per annum)

AUTHORISATION TO MY EMPLOYER

I herewith authorize my employer to advance me the annual premium and to deduct the premium monthly in the amount of R.....p.m. from my salary regarding premium for the above insurance

OR

Herewith my annual premium for the amount of R240.00/R290.00 (**Delete the amount not applicable**)

I declare that the information given above is true and correct and that no material facts are withheld. I understand that this document is my proposal and I will advise the insurance company of any circumstances that might alter the proposed risk.

.....

Signature

.....

Date

Banking Details:

ACCOUNT HOLDER

INDEMNUS INSURANCE BROKERS (PTY) LTD

BANK

ABSA BANK

ACCOUNT NUMBER:

260216058

BRANCH CODE:

334 – 642

TEL:

(011) 391-2118

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