

SUMMARY OF THE COVER  
**PROFESSIONAL INDEMNITY COVER AND PREMIUM**  
 (Underwritten by HOLLARD INSURANCE COMPANY LTD)

**INSURANCE COVER**

NOTE: This is a summary of the cover and only the original policy reflects the full wording. A copy of the original wording is available on request

**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 underwriter.

**Costs and expenses**

- 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.
- Representation of a member at any disciplinary hearing at the **SA Interim Nursing Council** and these costs are limited to R50 000 per event.

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

- 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.
- 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.
- Very important** – The cover under the Professional Indemnity Section 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:

**Section A – Medical Malpractice**

- any criminal act or any act committed while in violation of any law or ordinance;
- the loss or damage to any property manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured**;
- the nature or condition of any **Product** but this exclusion shall not apply to any **Claim** arising out of the incorrect prescription of such **Product**;
- obstetricians, terminations of pregnancy and foetal sonar scans in excess of 12 weeks, neuro surgeons, gynaecologists, plastic surgeons, anaesthetists, bariatric surgery, spinal surgeons, orthopaedic surgeons and orthopaedists;
- plastic surgery other than for the remedying of injuries caused by an accident.

**Section B – Professional Indemnity**

- any **Claim** more appropriately covered under Section A – Medical Malpractice;
- Property Damage** unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing **Professional Services**;
- any actual or alleged infringement or breach of legislation, provisions, rules or regulations regarding data protection and privacy laws including but not limited to the Protection Of Personal Information Act No. 4 of 2013, as amended from time to time;
- any actual or alleged breach of duty, act, error, misstatement, breach of confidentiality or omission arising from the operation of the Insured's own internet, intranet or extranet sites;
- any investment advice or investment service;
- the provision of any actual or alleged verbal or written warranty or guarantee provided by or on behalf of the **Insured** relating to the financial returns of any investment or portfolio of investments;
- the breach of licences concerning, infringement or misappropriation of patents or **Trade Secrets**;
- the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of **Pollutants**, or
- any direction, request or effort to (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or (b) respond to or address the effects of **Pollutants**.

**Section C – Public Liability**

- for any **Claim** arising out of or in connection with the nature or condition of any **Product**;
- for any **Claim** arising out of or in connection with **Pollution**;

**Public Liability** continue

- for **Bodily Injury** to any **Employee** where such **Bodily Injury** arises from and in the course of employment;
- arising out of the ownership, possession or use by or on behalf of the **Insured** of any **Vehicle** other than a **Claim**;
- arising out of any circumstances compulsorily insurable by legislation governing the use of any **Vehicle**;
- arising out of the ownership, possession or use by or on behalf of the **Insured** of any aircraft, watercraft or hovercraft (other than small craft on inland waterways);
- or damage to property owned, leased or hired by or under hire purchase or on loan to the **Insured** or otherwise in the **Insured's** care, custody or control other than:
- for loss or damage to property caused by dewatering operations or by the removal or weakening of or interference with support to such property

**Section D – Pollution Liability**

- for any **Claim** for or arising out of **Property Damage** to premises presently or at any time previously owned or leased by the **Insured**;
- for any **Claim** for or arising out of **Property Damage** to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the **Insured** or otherwise in the **Insured's** care, custody or control.

**Section E – Products Liability**

- for any defect in any **Product** of which the **Insured** was aware prior to inception of the Policy;
- for the cost of repair, reconditioning or replacement of any **Product** or part thereof and/or for the loss of use of any **Product** or part thereof;
- for costs incurred by the **Insured** in the recall of any **Product** or part thereof;
- arising out of the failure of any **Product** or part thereof to fulfil its intended function or to perform as specified, warranted or guaranteed, but this Specific Exclusion shall not apply to consequent **Bodily Injury** or **Property Damage**; arising out of any **Product** or part thereof which with the **Insured's** knowledge is intended for the incorporation into the structure, machinery or controls of any aircraft;
- arising out of any **Product** (including any marketing advisory service in connection with the **Product**) within or en route to the **United States and/or Canada**
- arising out of design, formula, specification, treatment or advice by or on behalf of the **Insured** unless in connection with a **Product**;
- for or arising out of **Products** not registered under the Medicines and Related Substances Control Act (101 of 1965)
- for or arising out of **Products**, which are banned or withdrawn, by the Medicines and related Substances Control Act (101 of 1965)
- for or arising out of any implantable medical devices.

**LIMITS OF INDEMNITY**  
 The limits as indicated on the proposal are subject to change from year to year. Currently they are as follows:

}	Indemnity limit Professional Indemnity (Medical Malpractice)	R5 000 000 per occurrence / R25 000 000 in the aggregate
	Disciplinary Hearing	R100 000 per incident / R100 000 in the aggregate
	Personal Liability Indemnity	R2 500 000 per occurrence / R2 500 000 in the aggregate
	First amount payable	R5 000 per incident

## Endorsement / Extensions / Exclusions

1. In die event of a claim / complaint notification, Indemnus Pro-Medical Nursing will be required to provide proof that the member is a paid up member in good standing with them and the verification date (ie. date when their received full premium payment from the member and approved Indemnus Pro-Medical Nursing membership).
2. Cover will only respond where Students / Interns are under the supervision of a fully qualified professional in their field of study, where the professional is at hand at all times to provide guidance, check the progress of treatment and check proposed treatment plans prior to implementation thereof where necessary.
3. Territorial Limits are for South Africa only.
4. Cumulative Scheme Limit is R25 000 000.00
5. Membership Lists will be submitted together with premium payment bordereau's.
6. There is no cover for any midwifery services performed.
7. The members of the Scheme must ensure that they undertake regular Continuing Professional Development (CPD) Training if required to do so in terms of legislation and or by a regulating industry body.
8. Equipment / Instruments must be properly sterilised and maintained in accordance with manufacturer's stipulations and or industry body regulations.
9. Consent forms must be signed by the patient or the patient's legal guardian
10. Clinical notes reflecting the patient's condition before, during and after treatment must be maintained
11. If indemnity is sought under this Policy by any fraudulent means and Hollard elects to exercise its right in terms of paragraph 11.7 of the policy against a specific Insured under the policy, then Hollard will give notice in writing to Indemnus Insurance Brokers to that effect and Indemnus Insurance Brokers will notify the relevant Agency in writing of such cancellation so that they can communicate this directly with their member. An endorsement will be made to the policy schedule thereafter reflecting the name of the Insured Members who can no longer take up cover under this policy going forward. Such endorsement will appear on a separate sheet to the policy schedule for the purposes of protecting the personal information of the individual involved and a copy will only be provided to the Agency itself but will not be made available to the general body of the members.

## HPCSA Extension Endorsement

It is hereby noted and agreed that HPCSA Costs are included for a sub-limit of R250 000 AGG, with an Excess of R2 500 EEC (Cover excludes billing enquiries and criminal defence costs) Provided that the total liability of the Insurers is not increase beyond that which would have applied in the absence of such Extension.

## OCCUPATIONAL HIV & PERSONAL ACCIDENT SUMMARY OF COVER

### SECTION 1 : OCCUPATIONAL HIV

If an Insured Person is involved in an occupational accident which exposes their broken skin or mucous membranes to the blood of bodily fluids of a third party and results in them being first Diagnosed as HIV Positive, **Insurers** agree to pay to the Insured Person a lump sum of R12 500.

In the event of a possible claim **Insurers** will also pay for the following:

1. The costs of preventative treatment up to a limit of R3 000
2. The costs of blood storage up to a limit of R300

### Claim Procedures

1. Accident occurs
2. Initial HIV Test within 24 hours
3. Blood sample stored (min 6 months)
4. Advise Indemnus Insurance Brokers (Pty) Ltd of the medical facility within 24 hours
5. Official report to Indemnus Insurance Brokers (Pty) Ltd within 7 days
6. Immediately submit results to Indemnus Insurance Brokers (Pty)
7. If Initial HIV Test = "HIV Positive" = No claim
8. If Initial HIV Test = "HIV Negative" then the Insured Person must within 90 days of accident have a Second HIV Test
9. If Section HIV Test = "HIV Negative" then the Insured Person must within a further 90 days of accident have a Third HIV Test
10. Immediately submit results to Indemnus Insurance Brokers (Pty) Ltd
11. If Second HIV Test or Third HIV Test = "HIV Positive" = Valid claim

### Main Exclusions

1. Caused by pre-existing condition
2. Caused as a result of Insured Person participating in any riot or civil commotion or public disorder
3. Age limit = 16 to 75 years
4. Insured Persons who were diagnosed as HIV prior to Period of Insurance
5. Insured Persons where HIV manifests itself after negative test 6 months after accident

### SECTION 2 : PERSONAL ACCIDENT

If an Insured Person is involved in an accident which causes bodily injury, **Insurers** agree to pay to the Insured Person for the following:

Death	R25 000
Permanent total Disablement :	R50 000
Permanent Disablement :	R% of R50 000 as per the table of compensation
Additional Death Benefit :	R10 000

In the event of a possible claim **Insurers** will also pay or extend the policy for the following :

1. Disappearance
2. Life Support
3. Abduction / Hijacking / Kidnapping
4. Mobility
5. Disfigurement
6. Trauma
7. Search and Rescue
8. Childcare
9. Evacuation and Repatriation

### Claims Procedure

1. Accident occurs
2. Care of a duly qualified medical Practitioner
3. Advise Indemnus Insurance Brokers (Pty) Ltd of claim within 180 days
4. Submit to medical examination and undergo any treatment specified

### Main Exclusions

1. Caused by suicide, attempted suicide, or intentional self-injury of deliberate exposure to obvious risk or injury
2. Caused by Insured Person's own criminal conduct
3. Caused by Insured Person being under the influence of drugs or narcotics
4. Caused by Insured Person being in a state of intoxication whilst operating a vehicle
5. Caused by Insured Person travelling by air other than as a passenger
6. Age limited = 16 to 75 years