

28 January 2016

Pages: 4

Our Reference: Shonal Maduramuthu
Direct Lines: (011) 944 8184
Direct Faxes: 086 639 2849

Attention: Brandon Swanepoel

Dear Member

MEDICAL MALPRACTICE INDEMNITY (MM) & PROFESSIONAL INDEMNITY (PI) INSURANCE COVER FOR THE EDUCATIONAL PSYCHOLOGIST - EPASSA MEMBERS

Through our facility, we are able to offer you the following quotation;

Insurer: Ace Insurance Company		
Limit of Indemnity	Deductible/ Excess	Annual Premium Inc VAT
Option 1 R2.5 million in the aggregate + 1 reinstatement	R1, 000 (each and every claim)	R1, 645
Option 2 R5 million in the aggregate + 1 reinstatement	R1, 000 (each and every claim)	R2, 330

Extensions/Sections applicable:

Cover
HPCSA Matters
Criminal Defence Costs
Breach of Confidentiality
Defamation
Public Liability
Product Liability & Defective Workmanship

Overall combined covers not to exceed the limit of indemnity

The above quotes are subject to the following;

- A 'group' cover which has a common renewal date of 1 February of each year.
- No monthly instalments offered.
- Pro rata premiums offered to persons joining during the course of the year.
- A clean risks application only -any known claims/matter & circumstances given rise to a claim, needs to be referred to the Insurer

In addition and included in the cover, **Aon's Legal Risk Management Services** offers Advice in respect of practice management e.g. billing, consent, practice structures, access to information, medical scheme queries etc, Ethical rule interpretations and advice, Review of Confidentiality Agreements, Pre-emptive advice on how to deal with potentially litigious matters, Management of medical records and how to deal with a request for medical records & Any other legal issues which may arise related to your profession

Should you wish to accept the quotation, please complete the instruction page below together with the No Claims Declaration (NCD) form and return to myself - details can be found on the instruction page below.

NB! Please ensure that you read the remaining contents within this document.

INSTRUCTIONS: - EPASSA MEMBERS

Kindly let us have your instructions by completing this page and faxing it back to our offices.

TO: AON S.A PTY LTD
ATT: SHONAL MADURAMUTHU
FAX NO: 086 639 2849 / shonal.maduramuthu@aon.co.za
SUBJECT: PROFESSIONAL INDMENITY/MEDICAL MALPRACTICE INDEMNITY INSURANCE
FROM: DR/MR/MRS/MS _____

Please place cover on my behalf as per the option I have ticked below:

OPTION 1: ☐

OPTION 2: ☐

RENEWAL ☐

NEW APP ☐

***NB – PLEASE SEND PROOF OF PAYMENT TOGETHER WITH COMPLETED DOCUMENTATION**

Bank account details:

Account Holder: Aon South Africa (Pty) Ltd
Bank: First National Bank (FNB)
Account no: 62106149562
Branch code: 255005
Reference: Initial & Surname

EFFECTIVE COVER/START DATE: _____

YOUR SIGNATURE: _____

PRINT NAME: _____

DATE: _____

NO CLAIMS DECLARATION FORM FOR EDUCATIONAL PSYCHOLOGISTS – EPASSA MEMBERS

Medical Malpractice Insurance in the Name of (Full Names):

Health Professional Council Registration Number: _____

ID Number: _____

Contact Number(s): _____

E-mail Address: _____

Physical &/Postal Address: _____

Scope of Practice: _____

Brief description of your activities: _____

All Medical Malpractice & Professional indemnity policies are underwritten on a “Claims made” basis. This means that:-

1. In order for a claim to qualify for indemnity a policy must be in force when the claim is first made against the insured. (In terms of the policy conditions you are obliged to notify insurers as soon as you become aware of any circumstances which may lead to a claim. Any actual claim which then materialises would be deemed to be a claim made under the policy which was in force at the time when the circumstance was first notified).
2. The cause of action giving rise to the claim must have taken place on or after the ‘retroactive date’ shown on the certificate of insurance.
3. If the policy has lapsed there will be no cover notwithstanding the fact that the policy may have been in force at the time when the cause of action arose giving rise to the claim. It is therefore important to renew the policy annually in this regard.

Have you read and understood the explanation above regarding a claims made basis policy.....

I, hereby declare that to the best of my knowledge that I am not unaware of any claims, circumstances, investigations, legal proceedings or other matters that may give rise to a claim against me to date.

I declare that to the best of my knowledge and belief the statement set forth above is true.

Signature: _____

Print Name: _____

Title (Mr./Mrs./Ms.): _____

Date: _____

Notes on Quotes

We provide herewith general notes on the various covers listed above. These notes are merely a brief summary and do not in any way replace the formal policy documentation.

1. **Retro-active date inception or subject to proof of continuous 'claims-made' insurance.**
2. Premiums quoted include 14% VAT.
3. In addition to premiums due to insurers under the policy we charge a separate Legal Risk Management & Broker Service fee of R70 per annum which is included in the premium above.
4. Combined Single Limits of Indemnity for Professional Indemnity/Medical Malpractice.
5. All limits of indemnity quoted, include costs and expenses, and are aggregated.
6. All limits of indemnity offer 1 reinstatement (e.g. R2.5million per claim plus 1 reinstatement aggregating to R5million per policy period).
7. Limits of indemnity/excess quotes are exclusive of VAT.
8. In respect of commission we earn 20% (Option 1: R315 value, Option 2: R452 value)
9. The deductibles quoted are in respect of each and every claim.
10. Jurisdiction limit is worldwide excluding North America.
11. 3 years free run-off cover "additional reporting period" in respect of death, retirement and ceasing to practice subject to underwriting criteria
12. Professional Indemnity policies are annual policies and do not contain a bilateral cancellation condition.
13. Professional Indemnity policies are issued on a "**claims made basis**" – see definition below.
14. All terms are valid for a period of 30 days.
15. In terms of the policy you are obliged to notify Insurers of any change in the legal constitution of your company and accurate descriptive records of professional services rendered are maintained.
16. Penalties and fines will not be covered under this policy.
17. Annual premium are payable on or before the inception date.
18. Should you utilise the option of paying in monthly instalments, please note that this policy is an annual policy and therefore non-cancelable mid-term.

Ace Insurance Limited has a footprint in 53 countries and business in over 140 countries. Ace established themselves in South Africa in 2006 and was awarded a local credit rating of A+ by Global Credit Rating and has retained that rating ever since, which is the highest rating awarded in the South African market. It is important to highlight and give you some comfort that Ace as a global entity has a great deal of experience and expertise in insuring Practitioners Medical Malpractice and current provide primary cover in many jurisdictions.

Definitions:

> **Limit of Indemnity:** The maximum amount the Insurer will pay for one loss.

> **Reinstatements:** Increased aggregate limit of Indemnity after one loss. (Example R2.5million per claim plus 1 reinstatement aggregating to R5million per annum)

> **In the aggregate:** The maximum amount the Insurer will pay in any one year.

> **Excess/Deductible:** This is the amount that the Insured pays towards any claim that might be paid by the Insurer. The excess/deductible is paid in respect of each and every claim and paid by the insured only on settlement of a claim and only when an award is granted to the 3rd party. Costs and expenses are not included in the excess/deductible.

> **Broker Service Fee:** is a fee charge to the Insured for services rendered by Aon South Africa (Pty) Ltd relating to product design, product pricing, negotiations on punitive underwriting conditions, technical expertise and negotiations with Insurers.

> **Costs and Expenses:** This refers to the Insurers costs and expenses to investigate and defend any claims that might be made against the Insured.

> **Claims Made Wording:** This means that it is the policy that is in force at the time a claim is made against you that will respond to the claim and **NOT** the policy that was in force at the time the work was done. Therefore should the policy be lapsed or not renewed there will be **NO COVER** in force to respond to any claims.

> **Retroactive Date:** The date on or after which any claim against the Insured will be indemnified in terms of the policy. There is thus no cover in place for claims arising out of work performed prior to the retroactive date indicated above.

> **Run-off/Additional reporting period:** Allows you to report any claims that first come to your attention only after your policy has ceased- for 3 years and these claims' notifications will be dealt with as if you still had a policy in place.

Should you have any queries, please contact;

Shonal Maduramuthu

T: (011) 944 8184

F: 086 639 2849

shonal.maduramuthu@aon.co.za