



07 January 2024

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Attention: Educational Psychology Association of South Africa (EPASSA) Members

Dear Member

MEDICAL MALPRACTICE (MM) &/ PROFESSIONAL INDEMNITY (PI) COVER FOR EDUCATIONAL PSYCHOLOGY ASSOCIATION OF SOUTH AFRICA (EPASSA)

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

Hollard Insurers		
Limit of Indemnity (Per member)	Deductible/ Excess (Per member)	Annual Premium Inclusive of VAT (Per member)
Option 1 (Cover: PI/MM) R2.5million in the aggregate + 1 Reinstatement	Nil	R2, 450
Option 2(Higher limit) (Cover: PI/MM) R5 million in the aggregate + 1 Reinstatement	Nil	R3, 305

The above quotes are subject to;

- **Copy of your EPASSA Registration certificate must be provided**
- **There is a common renewal date – 1 February of each year, we will not be able to offer pro-rated premiums for those who join later in the year, given the negotiated premium.**
- No monthly payment option available
- No known claims, matters and or circumstances on application
- Application where there are known claims and matters, need to be referred to Insurers for approval

Extensions applicable:

- HPCSA Hearings
- Criminal Defense Costs Sub-limited to R2.5 million
- Liability Following Employee Dishonesty
- Defamation
- Breach of Confidentiality
- Products Liability & Defective Workmanship (Legal Defence Costs)
- Public Liability where applicable

Overall combined covers not to exceed the limit of indemnity as per the options above

Additional Service Offering:

Legal Risk Management Services as outlined below.

Should you wish to accept the quotation, please complete the instruction page below together with the attached application form and return to Aon SA - details can be found on the instruction page below.

Aon South Africa (Pty) Ltd

The Place, 1 Sandton Drive, Sandhurst, Sandton, South Africa | P O Box 78367, Sandton, 2146

Share Call: **0860 100 404** | International: +27 11 944 7000 | www.aon.co.za

Registration Number 1978/004501/07 | VAT Number 4320101498 | Authorised Financial Services Provider Licence 20555

Executive Directors: N Mgoqi, N Bruwer, Z Dintwa

Non-Executive Directors: V Mahlangu, MM Mhlarhi (née Maponya), Dr N Mabuya

Company Secretary: T Prozzi

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

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. **Proof of EPASSA registration**
2. **No known claims/circumstances.**
3. Premiums quoted include 15% VAT.
4. In addition to premiums due to insurers under the policy we charge a separate Legal Risk Management & Broker Service (LRMS) fee of R158
5. Combined Single Limits of Indemnity for Professional Indemnity/Medical Malpractice
6. All limits of indemnity quoted, include costs and expenses, and are aggregated.
7. All limits of indemnity offer 1 reinstatement
8. Limits of indemnity/excess quotes are exclusive of VAT
9. In respect of commission we earn 20%
10. The deductibles quoted are in respect of each and every claim.
11. Jurisdiction S.A.
12. Run-off cover "additional reporting period" applicable as follows and subject to underwriting criteria:
 - 3 years free run-off cover in respect of (i) Death, (ii) Retirement, (iii) Serious illness, (iv) Ceasing to practice, (v) Cancellation on notification.
 - 6 years free run-off cover in respect of (i) Death, (ii) Retirement, (iii) Serious illness, (iv) Ceasing to practice, (v) Cancellation on notification.

Subject to the Insured having held uninterrupted cover with the Insurer for a minimum of thirty-six (36) consecutive months

 - Additional 2-4 years run-off cover (i.e. total of 7-10 years) can be purchased on application in respect of (i) Death, (ii) Retirement, (iii) Serious illness and (iv) Ceasing to practice
13. Professional Indemnity policies are annual policies and do not contain a bilateral cancellation condition.
14. Professional Indemnity policies are issued on a "**claims made basis**" – see definition below.
15. All terms are valid for 30 days.
16. 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.
17. Penalties and fines will not be covered under this policy.
18. R5,000 excess each and every claim applicable in respect of HPCSA/ AHPCSA/ SANC/ SACSSP/ Other Statutory Body Council Adverse Findings, however, this **will not apply to cautionary warnings** that have been imposed by the regulatory body. **The excess is payable upon finalisation of finding.**
19. Annual premiums are payable on or before the inception date.

Hollard Specialist and General Liabilities, a division of Hollard Insurance Company, specialises in niche underwriting and have over 35 years expertise and experience in the medical malpractice fields. We are confident of their ability to underwrite your risks and provide you with exceptional coverage.

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 any one claim + 1 reinstatement Aggregating to R5million per period of Insurance and subject to that any one claim does not exceed R2.5million.
- > **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
- > **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. 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.

> **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

> **Products Liability:** Indemnify the Insured for and/or arising out of Injury and/or Damage, but only against claims arising out of or in connection with the nature or condition of any Product. It excludes any defect, repair, reconditioning, replacement and recalling of a product

> **Public Liability:** Indemnify the Insured for and/or arising out of Injury and/or Damage of or to any person, or loss of or damage to tangible property of any person in connection with the Insured's occupation or business. It excludes any claim arising from damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than clothing or personal effects, except where such clothing or personal effects have been left unattended

A further range of **Legal Risk Management Services** offered as outlined below:-

- Advice in respect of practice management: e.g. billing, consent, practice structures, access to information, medical scheme queries etc
- Ethical rule interpretations and advice
- Advice in respect of legislative changes
- Advice in respect of issues such as sexual harassment or discrimination
- Review of consent forms
- Review of Confidentiality Agreements
- Review of Indemnity clauses
- 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

To summarise, **the advantages** of our facility are as follows:-

- Cost effective guaranteed insurance
- The General Legal and Ethical Advice outlined earlier (LRMS)
- A claims team to assist you lodging your claim(s), HPCSA matters with the Insurer
- Reputable medical malpractice expert attorney's to defend you

Should you have any queries, please contact us.

Yours sincerely

Shonal Maduramuthu
Client Manager
Aon South Africa (Pty) Ltd
Tel No: 011- 944 7064
E-mail: shonal.maduramuthu8@aon.co.za

INSTRUCTIONS:

Kindly let us have your instructions by completing this page;

TO: AON SA
ATT: SHONAL MADURAMUTHU
E-MAIL/ FAX NO: shonal.maduramuthu8@aon.co.za
SUBJECT: EPASSA MEMBERS - PROFESSIONAL INDMENITY/MALPRACTICE INSURANCE
FROM: MR/MRS/MS _____

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

OPTION 1 R2, 450 per annum

OPTION 2 R3, 305 per annum

Please send me an invoice once the application form is successful

YOUR SIGNATURE: _____

PRINT NAME: _____

DATE: _____