



In association with **Hollard.**

2019 MASTER POLICY SCHEDULE (3)

Medical Malpractice for Medical Professions

Hollard.

Underwritten by The Hollard Insurance Co. Ltd,
an authorised Financial Services Provider

www.itoo.co.za

ITOO is an Authorised Financial Services Provider. FSP number 47230

Medical Malpractice for Medical Professions Policy Schedule

This Schedule must be read in conjunction with the Policy Wording.

Policy Number	SPL/SLFG/000007039	
Type of Document	Renewal Policy	
Insured	The South African Society Of Occupational Health Nursing Practitioners (SASOHN) and all paid up subscribing nurses to The South African Society Of Occupational Health Nursing Practitioners (SASOHN) Medical Malpractice Indemnity Insurance Scheme who are in good standing with SASOHN, SASOHN Life Members and those who have been awarded honorary Life membership subject to their having been fully paid-up members prior to being awarded Life membership, SASOHN employees, committee members, office bearers, volunteers, officials, peer review panellists and Society-appointed Ombudsman	
Insured VAT Number	Not Applicable	
Company Registration Number	Not Applicable	
Insured Business Description	Society and Occupational Healthcare Nursing	
Insured Postal Address	PO Box 26538, East Rand, 1462	
Intermediary	CFP Brokers CC Broker Code: CFP01B FSP Number: 42892 VAT Number: 4620263808	Suite no, 44 Private Bag X 11 Northriding 2162
Insurer	The Hollard Insurance Company Limited (Reg No 1952/003004/06) A Licensed Financial Service Provider (FAIS license No 17698)	22 Oxford Road, Parktown Johannesburg, Gauteng, 2000 Tel: (011) 351-5000 Email: liabs@itoo.co.za
Period of Insurance	From: 01 March 2019 To: 29 February 2020 (Both Dates Inclusive)	
Anniversary/Renewal Date	01 March 2020	

Retroactive Date(s)	01 January 1999 in respect of the Society and all those performing functions for the Society and subject to proof of first-joining date, payment of member's fees, payment for this cover and proof of continuous cover since date of first joining in respect of each individual member who is entitled to take up cover under this policy. If a member paid for cover for the period 1 March 2018 to and including 28 February 2019 but did not renew their membership with SASOHN or pay their SASOHN membership renewal fees prior to 1 March 2019, then that member will lose their entitlement to any retroactive cover and they will only be covered for claims arising out of services rendered on or after the date that they paid for the cover and renewed their SASOHN membership. The member's new retroactive date (only if the member makes payment for this cover after 1 March 2019) will be the date that they actually paid for the cover and renewed and paid for their SASOHN membership. In instances where a member has previously enjoyed continuous Medical Malpractice Cover on a claims-made basis prior to the inception of cover under this Scheme, the retroactive cover will be granted in accordance with cover previously granted on the proviso that there have been no gaps in cover
Section Options	Option 1: R5,000,000.00 to apply separately to each Section, except where more than one Policy Section responds, in which event Insurers overall liability will not exceed R5,000,000.00
Type of Contract	Annual
Effective Date	01 March 2019
Payment Frequency	Annually
Annual Premium	R 0.01 (VAT Inclusive)

In terms of ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. Insured amounts are inclusive of VAT at 15%. VAT Registration number: 4450117405. Deductibles have no VAT consequence and are not subject to VAT when recovered by an insurer from an insured.

Banking Details

THIC-ITOO Special Risks - Premium Account

Nedbank

Reference Number: SPL/SLFG/000006403

Type: Current Account No: 1133 731619 Branch Code: 198765 Swift Code: NEDZAJJ

All Premiums and Fees are VAT Inclusive; the total payment due for this transaction includes 20% Broker Commission

Medical Malpractice for Medical Professions

Risk Details	
Limit of Indemnity	Option 1: R 5 000 000
Basis of Limit	Aggregate
Cumulative Scheme Limit	R 50 000 000
Main Deductible	1st and 2nd claim or complaint against a specific member during the policy period : R3,500.00 3rd or subsequent claim or complaint against a specific member during the policy period: R 5,000.00
Basis of Deductible	Each and Every Claim as reflected against the cover option selected
Additional Reporting Period	60 Months for SASOHN Members and SASOHN including all individuals representing SASOHN including but not limited to current and past committee members, employees and officials of SASOHN

Option 1: All paid – up fully qualified subscribing occupational health nurses & SASOHN Life Members and those who have been awarded honorary Life membership subject to their having been fully paid-up members prior to being awarded Life membership, SASOHN employees, committee members, office bearers, volunteers, officials, peer review panellists and Society-appointed Ombudsman and SASOHN itself

Policy Section Available	Aggregate Limit Of Indemnity Per Member	Basis of Limit	Deductible	Basis of Deductible
Professional Indemnity	R5,000,000.00 Per claim and per period	Aggregate	See Main Deductible	Each and Every Claim
Medical Malpractice	R5,000,000.00 Per claim and per period	Aggregate	See Main Deductible	Each and Every Claim
Defence Costs	R5,000,000.00 Per claim and per period	Aggregate	See Main Deductible	Each and Every Claim
Public Liability Including Products Liability & Defective Workmanship	R5,000,000.00 Per claim and per period	Aggregate	See Main Deductible	Each and Every Claim
Pollution Liability (Included in Public Liability Section)	Nil	Not Applicable	Nil	Nil

Policy Extensions Granted	Sub-Limit Of Indemnity (Included in Main Limits)	Basis of Limit	Deductible	Basis of Deductible
Statutory Defence Costs	R250,000.00 Per claim and per period	Aggregate	See Main Deductible	Each and Every Claim
Wrongful Arrest	R250,000.00 Per claim and per period	Aggregate	See Main Deductible	Each and Every Claim
Employers Liability	R1,000,000.00 Per claim and per period	Aggregate	See Main Deductible	Each and Every Claim
Indemnity To Others	R5,000,000.00 Per claim and per period	Aggregate	See Main Deductible	Each and Every Claim
Cross Liabilities	R5,000,000.00 Per claim and per period	Aggregate	See Main Deductible	Each and Every Claim
Defamation	R5,000,000.00 Per claim and per period	Aggregate	See Main Deductible	Each and Every Claim
Breach Of Confidentiality	R5,000,000.00 Per claim and per period	Aggregate	See Main Deductible	Each and Every Claim
HPCSA Costs / Other Statutory Body Costs	R5,000,000.00 Per claim and per period	Aggregate	See Main Deductible	Each and Every Claim
Court / Inquiry Attendance Costs	Actual disbursements / costs incurred up to a maximum of R2,000.00 per day, per member, limited to a maximum of R10,000.00 per policy period per member	Aggregate	Nil	Each and Every Claim

Policy Wording	Hollard CFP Medical Malpractice for Medical Professionals Wording and General Liability (2019)
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Standard Policy Conditions	<ol style="list-style-type: none"> 1. Premiums and Limits are VAT inclusive 2. Currency of Premiums and Limits are in ZAR 3. Deductibles have no VAT consequence 4. Intermediary Commission: 20.00% included in quoted premiums and Binder Fee of 3.5% included
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The **Policy** wording, its schedule and endorsements as agreed to by the **Insurer** from time to time shall be read together as one contract.

- 1) Cover is only for members who are domiciled in South Africa and for companies (which qualify for cover by virtue of the definition of "The Insured" in the policy wording) that are registered in South Africa. Cover shall extend to include services rendered abroad by the Society (or anyone representing the Society or fulfilling Society functions) and qualified Occupational Healthcare Nurses within the Territorial Limits of the Policy, provided that such services are rendered for a period of 60 consecutive days or less any one visit. If the intention of the practitioner is to emigrate, then no cover will be provided for overseas treatment and the practitioner must obtain alternative insurance in the country that they will be emigrating to.
- 2) In relation to The Additional Reporting Period, the Extension does not remove the condition of timeous notification of potential claims to underwriters. The Insured would still be required to notify underwriters as soon as they become aware of any potential claim or SANC complaint against them.

No cover whatsoever is provided under the additional reporting period extension where a member:

- a. was not a fully-paid up SASOHN member prior to retiring, emigrating or otherwise permanently ceasing to practice in RSA; or
- b. has been struck off the roll; or
- c. suspended from practice by the SANC; or
- d. has breached the provisions of this Policy prior to permanently ceasing practice in RSA.

Excesses will also be determined by the policy in place when the Insured retires, emigrates or otherwise permanently ceases to practice. Cover provided under the additional reporting period extension will be provided for the same amount of cover that the Insured was entitled to in the year that they permanently ceased to practice in South Africa. Further, cover provided under this extension will be determined by reference to the policy document (including all endorsements) that was in force during the period of insurance that the insured permanently ceased to practice in South Africa. The cover provided by this extension will terminate immediately if the Insured takes out other Medical Malpractice cover for work carried out in South Africa.

This Extension of cover would cease if this policy is cancelled, allowed to lapse, is not renewed or if cover is moved to another Insurer. However Insurers under this policy would handle all matters already reported during the period of insurance.

- 3) In the event of a member's death during the policy period, it will be deemed that the member is a member in good-standing, subject to:
 - a. SASOHN having made or making payment of the full annual premium to Insurers of the premium due in respect of that member's cover for the period of insurance ending 29 February 2020. SASOHN will not be entitled to any refunds from Insurers in respect of the premium that they have pre-paid to Insurers to obtain cover for such member/s;
 - b. the member having been in good-standing and up to date with his or her monthly membership payments to SASOHN (on a membership option which includes medical malpractice insurance as a membership benefit) as at the date of his or her death. If the member had defaulted on one membership fee debit order whilst they were still alive, the member's executor or other representative may still make payment of any outstanding membership fees to SASOHN before 31 March 2020 to ensure the continuity of cover under this policy to 31 March 2020.
 - c. Subject to the member either being in good-standing as a paid-up SASOHN member or being deemed to be a paid-up SASOHN member by virtue of the above provisions, any member who dies during the period of insurance will be deemed to have been a paid-up member in good standing as at 31 December 2019, and as such entitled to cover under the additional reporting period extension of this policy.
- 4) Liability following employee / volunteer dishonesty extends to include the Directors, Officers, Officials, Committee and Peer Review Members and the appointed Ombudsman of The South African Society of Occupational Health Nursing Practitioners (SASOHN).
- 5) Proof of Membership: In the event that a member gives notice of a potential or actual claim or complaint against them, SASOHN will be required to provide proof that the member is a paid-up member. However, this will not apply where the Insured is acting in their official capacity for the Society, e.g. committee member, official, volunteer or employee (proof of official capacity will need to be provided). SASOHN Life and Honorary Life Members deemed to be insured regardless of whether or not they are paid up members, subject to such member having been a paid up member of SASOHN with cover in place under this policy prior to being made an honorary life member.
- 6) It is noted and agreed that Honorary Life Members will enjoy free cover under option 1. By accepting the free cover, such members also accept the responsibility for determining if the free limit offered is adequate for their specific requirements and circumstances.

- 7) Any insured member may make written application to Insurers, through CFP Brokers, for quotes for higher limits of cover. In all circumstances it remains the insured member's responsibility to determine what limit of cover is adequate to their requirements and members are welcome to contact CFP Brokers for guidance with regard to selecting an appropriate limit of cover.
- 8) Insurers are not obliged to provide quotes to any insured member for higher limits of cover and in certain instances may decline to do so. For example, Insurers will not increase an insured member's limit of indemnity if they have notified a potential claim during the policy period.
- 9) Before an insured member approaches CFP Brokers for quotes for increased limits of cover, they should first establish from their Association or Society whether the limit that they require is one of the available limit options already offered directly through their Association or Society. It is only where a member requires a limit higher than the options provided by their Association or Society that the member should approach CFP Brokers directly for quotes. However, we encourage all members to contact CFP Brokers if they need any guidance with regard to selecting an appropriate limit for their specific circumstances.
- 10) Where an insured member increases their limit of cover during the policy period, such increased limit will only apply to claims or complaints arising out of services rendered AFTER the increase in limit was effected. The increase in cover will be deemed to have been effected on the date that the insured member paid the premium due for the increased limit of cover. However, from any subsequent renewal of such member's SASOHN membership the increased limit of cover has full retroactive application, subject to such member paying the additional premium due to insurers at the renewal of their SASOHN membership, to maintain the higher limit of cover. If the insured member decreases their limit of cover at any time, then the lower limit will apply to all circumstances, claims and complaints, reported after the limit was decreased.
- 11) Individuals who have been members of SASOHN in the past but who did not renew their membership or pay for medical malpractice cover for the period 1 March 2018 to and including 29 February 2019 will be deemed to be 'new members' for the purposes of 12 below, unless such members qualify for cover under other provisions of this policy.
- 12) Where an Insured becomes aware of a claim, complaint or incident or circumstance which could give rise to such a claim or a complaint before 01 March 2019 and they have not yet paid for the cover or renewed their SASOHN membership, it will be assumed that they intended to pay for the cover and to renew their SASOHN membership for 2019 on the cover option selected the year before and they will be given the benefit of the doubt and be covered as if they had already renewed their SASOHN membership and paid for the cover for 2019, provided that:
 - a) they were a fully-paid up member in good-standing with SASOHN as at 28 February 2019; and
 - b) they attend to renewing their SASOHN membership on an option which includes this cover and paying the full annual fee due, within 7 working days of being requested to do so by CFP Brokers, once CFP Brokers have been notified of a potential claim or complaint against this member. Any notifications / claims will not be dealt with by Insurers prior to receipt of premium payment. Where cover under this Endorsement applies cover will be granted on the same basis as the cover that was in place as at 28 February 2019, regardless of the option that the Insured renews on for the 2019 Policy Period.
 - c) However, the benefit of the doubt will not be given to new members who were not paid-up members in good standing with SASOHN as at 28 February 2019. If a new member wishes to be covered from 1 March 2019 they will need to provide proof that they paid SASOHN for this cover/membership on or before this date. Otherwise new members will only enjoy cover for claims/complaints arising out services rendered on or after the actual date that they paid SASOHN for a membership option which includes medical malpractice insurance or from the retroactive date appearing on any prior claims made policy schedule which was in force immediately prior to taking out cover through SASOHN. Proof of a member's entitlement to retroactive cover by virtue of any prior claims made cover in place prior to taking cover through SASOHN will need to be provided to Insurer's satisfaction.
 - d) SASOHN will be required to pay 50% of the annual premium due, for new members joining SASOHN on or after 1 September 2019 on the understanding that such member/s' cover will fall due for renewal on 1 March 2020.
- 11) It is hereby noted and agreed that Occupational Healthcare Nurses will only be covered for services rendered to school employees, and not for the treatment of any other person at the school.
- 12) The member 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.
- 13) All equipment must be regularly maintained and calibrated in accordance with the manufacturer's specifications, or in the absence of such specifications, once a year.
- 14) Equipment / Instruments must be properly sterilised and maintained in accordance with manufacturer's stipulations and or industry body regulations.
- 15) Consent forms must be signed prior to any treatment, procedure or screening undertaken.
- 16) It is hereby noted and agreed that if an insured under this policy has misplaced their Certifications proving their qualifications and if proof of such qualifications are required by Insurers that Insurers will accept in lieu of the said Certifications:

- a. a written affidavit attested to by the insured confirming their qualification/s, that has been duly commissioned by the SAPS or a Registrar of Oaths; together with
 - b. a historical record of the appropriate billing code for that particular treatment having been performed previously by the insured.
- 17) If indemnity is sought under this Policy by any fraudulent means and Hollard / iTOO elects to exercise its right in terms of paragraph 11.12 of the policy against a specific Insured under the policy, then Hollard / iTOO will give notice in writing to CFP Brokers to that effect and CFP Brokers will notify SASOHN 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 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 SASOHN itself but will not be made available to the general body of members.
- 18) **Sanctions Exclusion**
Neither Hollard Insurance Company Limited (the insurer), nor any of its reinsurers shall be deemed to provide cover and no (Re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Hollard Insurance Company Limited and/or its Reinsurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

We trust you find the above in order. Should you have any additional requests and/or questions, please contact ITOO *



Signed by Warwick Goldie on behalf of the Insurer on: 10 April 2019

DISCLOSURE NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS

IMPORTANT – PLEASE READ CAREFULLY

(This notice does not form part of the insurance contract or any other document)

PARTICULARS OF UNDERWRITING MANAGER

Business Name	ITOO Special Risks Pty Ltd
FSP Number	47230
Physical Address	22 Oxford Road, Parktown, 2193
Postal Address	PO Box 87419, Houghton, 2041
Telephone Number	+27 (11) 351 5000
Fax Number	+27 (11) 351 8015
Email Address	info@itoo.co.za
Website	www.itoo.co.za

Compliance Officer

Name of Company	Associated Compliance – Peter Veal
Telephone Number	011 678 2533

ITOO IS AUTHORISED TO PROVIDE FINANCIAL SERVICES IN RESPECT OF SHORT-TERM LIABILITY, FINANCIAL CRIME, DRONE COVER

License Number	47230
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ITOO HAS THE FOLLOWING INSURANCE IN PLACE WHICH PROVIDES PROTECTION TO CLIENTS

ITOO has Fidelity Insurance underwritten by AIG South Africa Limited and Professional Indemnity Insurance underwritten by The Hollard Insurance Company Limited. No IGF is in place as ITOO does not collect any premiums.

SHOULD YOU HAVE A CLAIM AGAINST YOUR POLICY, PLEASE NOTE THE FOLLOWING:

- (a) Procedures for the submission of claims are detailed in the policy wording.
- (b) You may contact the insurance broker's claims department for assistance.

YOUR INSURER	
Name	The Hollard Insurance Company Limited
FSP Number	17698
Physical Address	22 Oxford Road, Parktown, Johannesburg, 2193
Postal Address	PO Box 87419, Houghton, 2041
Telephone Number	011 351 5000
Fax Number	011 351 0691
Website	www.hollard.co.za
Compliance Department	011 351 5000

COMPLAINTS
<p>If you would like to lodge a formal complaint with ITOO, please write to: ITOO Special Risks Pty Ltd Complaints Officer/Responsible Manager Email: warwickg@itoo.co.za Website: www.itoo.co.za</p>
<p>If you would like to lodge a formal complaint regarding your insurer or the underwriting manager, please write to: The Hollard Insurance Company Hollard Broker Markets Complaints Email: HBMcomplaints@hollard.co.za Website: www.hollard.co.za (click on the "Contact us" button at the top of the page)</p>
<p>If you get no response or you are dissatisfied with the outcome of your complaint, you may approach the FAIS Ombud or Short-term Ombudsman, details of which appear below.</p>

THE OMBUDSMAN FOR SHORT-TERM INSURANCE		THE FAIS OMBUD	
Physical Address	Sunnyside Office Park 5th Floor, Building D 32 Princess of Wales Terrace Parktown	Physical Address	Sussex Office Park Ground Floor – Block B 473 Lynnwood Rd Cnr. Lynnwood Rd & Sussex Ave Lynnwood, 0081
Postal Address	PO Box 32334, Braamfontein, 2017	Postal Address	PO Box 74571, Lynnwood Ridge, 0040

Telephone Number	0860 726 890/011 726 8900	Telephone Number	012 470 9080/012 762 5000
Fax Number	011 726 5501	Fax Number	012 348 3447
Email Address	info@osti.co.za	Email Address	info@faisombud.co.za
Website	www.osti.co.za	Website	www.faisombud.co.za

COMMISSION, BINDER AND CONFLICT OF INTEREST DISCLOSURE

Your broker receives a commission from your insurer. The levels of commission vary depending upon the product type. The exact amounts are disclosed in your policy schedule. In addition, your broker may charge you a broker/policy fee which will have to be disclosed to you by your broker.

ITOO is paid a binder fee which is calculated as a percentage on the gross written premium it places with your insurer. ITOO also shares in the profits of the underwriting scheme.

BINDER DISCLOSURE

ITOO acts as a binder-holder for The Hollard Insurance Company Limited and has a signed binder agreement to this effect. In terms of this agreement, the binder-holder may:

1. enter into, vary and renew policies;
2. determine the premiums;
3. determine policy benefits;
4. settle all valid claims;
5. reject claims;
6. cancel policies.

OTHER KEY CONFLICT OF INTEREST DISCLOSURES

Relating to your ITTOO:

Does ITTOO have a shareholding in any insurer?	No
Does ITTOO have a relationship with any insurer that provides a financial interest other than ownership?	No
Does ITTOO have a relationship with any broker that provides an ownership or financial interest?	No
Does ITTOO have a relationship with any distribution channel that provides an ownership, financial interest or support service?	No

A company within the Hollard Group owns 50% of the shares in the UMA and Hollard has appointed a non-executive director to the board of the UMA

Does ITTOO have a relationship with any other person that provides an ownership or financial interest?	Yes
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Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these.

A full copy of ITTOO conflict of interest management policy can be obtained upon written request to ITTOO.

DISCLOSURE OF PREMIUMS AND FEES

All premium obligations and fees are disclosed in your policy schedule.

MANNER OF PAYMENT OF PREMIUM, DUE DATE AND CONSEQUENCE OF NON-PAYMENT

Please refer to your policy wording for details regarding premium payment, due dates of payment and consequences of non-payment.

OTHER MATTERS OF IMPORTANCE

1. You must be informed of any material changes to the information provided above.
2. If the information above was given to you verbally, it must be confirmed in writing within 30 days.
3. If any complaint to the broker or insurer is not resolved to your satisfaction, you may submit a complaint to the Short-Term Insurance Ombudsman or the FAIS Ombud, depending on the nature of the complaint.
4. A polygraph or any lie-detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating the claim.
5. All material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by or on your behalf remains your own responsibility.
6. You must on request be supplied with a copy or written or printed record of any transaction requirement within a reasonable time.
7. Do not sign any blank or partially completed application form.
8. Complete all forms in ink.
9. Keep all documents handed to you.
10. Make note as to what is said to you.
11. Don't be pressurised to buy the product.
12. Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

