

Individual Medmal Application Form

Proposer details

Proposer's name			
Date of birth		ID number	
Physical address and postal code			
Contact number		Email	
Registration Bodies/Unions/Nursing Agencies that you are a member or employee of:			
Institution	Registration date	Registration number	Date of first registration
Has membership of any licensing body ever been, refused, suspended, withdrawn, had conditions imposed? Yes No If yes, please provide details:			
Practice type:			
Private	Public	Government employee (no Private work)	Government employee (with Private work)
If you are employed at a hospital kindly advise whether you provide service as an:			
Independent contractor	Employee of the hospital	Agency worker	
Where are you currently employed?			
How long have you been at your current employer?			
Gross income per annum?			

Nurseinsure is a product developed in conjunction with **Camargue Underwriting Managers (Pty) Ltd** and marketed by **Maple Group (Pty) Ltd**.

An authorised financial services provider **FSP Number** 49025 **Registration** 2016/503483/07

Tel +27 87 940 0076 **Email** admin@maplegroup.co.za / muranda@maplegroup.co.za **Web** www.maplegroup.co.za

Address 1st Floor, Westwood Building, 57 6th Road, Hyde Park, Johannesburg **Postal Address** PO Box 55564, Northlands, 2116

Directors T Muranda, JA Pinillos Saer **Underwriter** Camargue Underwriting Managers (Pty) Ltd (FSP 6344)

Insurer Compass Insurance Company Limited (FSP 12148)



Initial _____

Registered qualification	Date obtained	Institution

Scope of practice

Careworker Enrolled Nurse Auxiliary Nurse Qualified Nurse Student Phlebotomist

Cosmetic Procedure, specify: _____ Other, specify: _____

Has any complaint been made against you including those notified to any other insurer or society? Yes No

If yes, please list all claims made against you and all circumstances that could give rise to a complaint or claim over the last 10 years, if no claims just state NONE. Please share the following information:

Complaint & description; Status; Date of complaint; Date claim was notified; Reserve Amount; Value Claimed and paid; Deductible

What steps have been taken to prevent reoccurrence?

Have you even been the subject of any disciplinary proceeding by the HPCSA, criminal prosecutions or inquest proceedings?

Yes No If yes, please confirm: Type of incident; Year; Patient name; Outcome

Initial _____

Are you aware after due consideration of any claims or complaints that may be made against you?

Yes No If yes, please confirm: Type of incident; Year; Patient name; Outcome

Is there any other information which you consider material to the risks to be insured that should be disclosed?

Are you currently insured, or have you been insured in the past for and Medical malpractice insurance? Yes No
If yes, please confirm:

Insurer	Limit of indemnity	Excess	Premium	Date of coverage	Retroactive date

Have any insurers ever declined cover, increased premium, imposed special terms, refused renewal, cancelled the insurance?

Yes No If yes to any of the above, please provide details?

Limit of Indemnity? (How much cover will you need)

Do you require cover in respect of liability incurred but not discovered prior to effecting this cover at a single additional premium to be negotiated?

Yes No

Do you require reinstatement cover? (If you exhaust limit of Indemnity, the same limit will automatically reinstate)

Yes No

Please acknowledge the following:

Read and understood the cover Agree and understand the exclusions of cover

Understand and agree to the conditions of the cover.

Initial _____

Please select the relevant premium:

Nurse - R275

Nurse, including reinstatement - R350

Student nurse - R225

Student nurse, including reinstatement - R300

Caregiver - R275

Caregiver, including reinstatement - R350

Student Caregiver - R275

Student Caregiver, including reinstatement - R300

- The minimum premium is subject to underwriting consideration and should your premium be different to the above selected premium a representative from Maple Group(Pty) Ltd will contact you.
- The excess amount for all of the above is R2 500.

Date that you would like your policy to be active from

If one of the following applies to you please do not deposit the premium contact admin@maplegroup.co.za; 087 940 0076:

- Midwifery/ Obstetrics
- Work Internationally
- Any Claims (Successful or Repudiated)

Declaration

Signing this proposal form binds neither the proposer to complete this insurance, nor does it bind the insurer to accept the proposal. It is agreed that all written statements and attachments furnished to the insurer in conjunction with this proposal are hereby incorporated by reference into this proposal and made part thereof. It is understood and agreed that the insurer has relied upon this proposal and attachments, which shall be the basis of the insurance contract. The undersigned is an authorised signatory of the Proposer and certifies that reasonable inquiry has been made to obtain the answers herein which are true, correct and complete to the best of his/her knowledge and belief. We undertake to inform the insurer of any material alteration to these facts, whether occurring before or after completion of the insurance contract.

Name

Capacity

Signature of Proposer

Date

Broker Details

Broker Maple Group (Pty) Ltd

Contact person Taurai Muranda / Ilse Louwrens

Tel 087 940 0076

Email solidariteit@maplegroup.co.za

Bank Details

Bank Nedbank

Account holder Compass Insurance Camargue

Account Number 1130 886956

Type of Account Current account

Branch Number 198765

Reference Please use your initials and surname

Please attach the following documents:

- ID Document
- Proof of Qualification
- Proof of previous medical malpractice insurance
- SANC registration document
- Proof of payment
- Student to attach Enrolment Form / Letter of Acceptance

Initial _____

Policy Schedule

Insurers

Medical Malpractice Liability Insurance (excluding Hospital risks) (as evidenced by contract B166719WHC076/19)
Compass Insurance Company Limited for 100%

Cover does not commence until confirmed in writing by Camargue Underwriting Managers.

Details: Medical Malpractice Liability

Important note: The insurer's terms have been based on the proposal form as well as the following underwriting information. If any of it is incorrect then please let us know immediately, as it may affect coverage.

Additional conditions

In the event that You are entitled to indemnity under another contract of insurance which in whole, or in part, covers any loss or claim under this Policy, it is agreed, subject to the terms, conditions and exclusions of this Policy, that the indemnity provided by this Policy will only apply to the amount of such loss or claim in excess of the amount recoverable under such other contract of insurance.

First amount payable

R2 500 each and every claim including claims costs.

It is agreed, subject to the terms, conditions and exclusions of the Policy, that You will be afforded retro-active insurance cover in respect of the indemnity provided under the Policy for 3 (three) years prior to the date of inception of the Policy without proof of 3 (three) years prior continuous insurance cover which covered the same or similar risks as those covered under this Policy. Notwithstanding this agreed retro-active insurance cover, should You notify a claim and/or a circumstance which may give rise to a claim, and the incident date falls within the 3 (three) year retro-active insurance cover period, such proof of prior insurance cover is required to be provided as soon as possible. Should You fail to provide such proof, the agreed 3 (three) year retro-active insurance cover falls away and the retro- active date will be the inception date of the Policy.

Additional condition Exclusion

Cover excludes any claim/circumstance that arises from abuse/sexual misconduct.

Territorial Limits

Warranted first amount payable is uninsured.
Worldwide excluding USA and Canada.

Limit

Medical malpractice
Defamation
Run-off cover
Professional Indemnity
Documents
Breach of Confidentiality
SANC

Cover

Altogether up to the total of
R 7 500 000

IMPORTANT INFORMATION FOR ALL OUR CLIENTS

Company Name: Physical Address: Postal Address: Telephone No: Website & e-mail: Compliance Officer:

About ourselves, your Broker

Company Name Maple Group (Pty) Ltd (Reg No. 2016/503483/07)
Physical Address Westwood Building, 57, 6th Road, Hyde Park, Johannesburg, 2196
Postal Address PO Box 55564, Northlands, Gauteng, 2116
Tel 087 940 0076
Website www.maplegroup.co.za
E-mail admin@maplgroup.co.za
Compliance Officer Nyamatsi Compliance Link cc
Tel 083 264 4379
E-mail shadrackr@nyamatsi.co.za

Financial Service License Number 49025
Provider License
1.1 Long-term Insurance: Category A
1.2 Short-term Insurance: Personal Lines
• Short-term Insurance:
Personal Lines A1
1.3 Long-term Insurance: Category B1
• Long-term Insurance: Category B1-A
1.4 Long-term Insurance: Category C
1.5 Retail Pension Benefits
1.6 Short-term Insurance: Commercial Lines
1.7 Pension Fund Benefits
(excluding retail pension benefits)
1.14 Participatory interests in Collective Investment Schemes
1.20 Long-term Insurance subcategory B2
• Long-term Insurance: Category B2-A

Staff Requirement

We warrant that any FSP's employee who provides financial services to clients on any Financial Product complies with the Fit and Proper requirements in terms of the FAIS Act. The FSP accepts responsibility for the lawful actions of its Representatives (as defined in the FAIS Act) in rendering financial services within the course and scope of the Representatives' employment. Where providing advice in relation to financial products, the FSP is required to analyse its clients' requirements and needs. The financial advice provided by the FSP will be based on the information provided by the client. The FSP will not be held liable for any financial advice that was provided in respect of incorrect, inaccurate or incomplete information provided by the client. The FSP shall keep records of verbal and written communication with its clients as pertains to the financial advice rendered to that client.

Insurance Cover In Place Professional Indemnity Insurer Camargue Underwriting Managers (Pty)Ltd

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Insurer Compass Insurance Company Limited (FSP 12148)

Initial _____

Commission Commission and VAT is included, where applicable. Representatives receive a 20% commission.

How We Are Paid We are paid a fee for our services by insurers for managing your policy on their behalf. In addition we have a vested interest in this transaction by virtue of a profit share agreement between ourselves and insurers.

About ourselves, your Underwriting Manager

Conflict Of Interest We make every effort to ensure that at all times we act in your best interests and in no way allow our own interests, potential or actual, to influence our objective performance and the delivery of unbiased and fair financial services to you. In furtherance of this objective we want to ensure you fully understand the various interests we have, be they Ownership, Financial or Relationships with third parties. There are a number of entities with whom we can have a relationship of this nature and a summary of these is provided below. A full copy of our overall conflict of interest management policy can be obtained from our website (www.camargueum.co.za) or from our offices upon request to compliance@camargueum.co.za.

Immaterial Financial Interest It is generally accepted practice within our industry that 'entertainment' and 'gifts and other incentives', collectively referred to as an immaterial financial interest in the Conflict of Interest Regulations, are often provided by the product provider to the financial services provider (broker) and vice versa, and potentially from and to other financial service providers. The Rand value of such interests is limited by legislation, per calendar year, to R1,000 in respect of any one individual be they the provider of or beneficiary of such immaterial financial interest. Such limitations are dealt with and managed by our management policy.

Company Name Camargue Underwriting Managers (Pty) Ltd (Reg No. 2000/028098/07)

Physical Address Camargue House, 33 Glenhove Road, Melrose Estate, Johannesburg 2196

Postal Address Postnet Suite 250, Private Bag X4, Bedfordview 2008

Tel 011 778 9140

Fax 011 778 9199

Website www.camargueum.co.za

E-mail camargue@camargueum.co.za

About your Product Suppliers / Insurers

Certain Underwriters at Lloyd's

Address Lloyd's South Africa (Pty) Ltd, The Forum, 15th Floor, Sandton, Johannesburg.

Postal PO Box 787163 Sandton 2146.

Website <https://www.lloyds.com/lloyds-around-the-world/africa/south-africa/contact-us>

Tel 011 505 0000

Fax 011 505 0001

Contact Person Adelle Budricks
E-mail Adelle.Budricks@lloyds.com

Our Compliance Officer Associated Compliance (Pty) Ltd
Tel 011 678 2533
E-mail info@associatedcompliance.co.za

Bryte Insurance Company Limited

Registration Number 1965/006764/06

FSP Number 17703

Address 15 Marshall Street, Ferreirasdorp, Johannesburg, 2001

Website <http://brytesa.com>

Tel 011 370 9111

Compliance Officer Legal and Compliance Department
Tel 011 370 9111
Fax 011 370 9910
E-mail fais@brytesa.com

Our Licence To Operate As Licence No: 6344

Financial Services Provider Category 1.2 Short Term Insurance Personal Lines
Category 1.6 Short Term Insurance Commercial Lines Licenced for intermediary services.

Staff Requirements We undertake to ensure that all staff delivering a financial service on behalf of our insurers which we represent are all authorised representatives, who meet all the required honesty, integrity and educational standards, and that we check these on at least an annual basis.

Compass Insurance Company Limited

Registration Number 1994/003010/06

FSP Number 12148

Address Compass Insurance, 5th floor, 90 Rivonia Rd, Sandton, Johannesburg, 2196

Website www.compass.co.za

E-mail info@compass.co.za

Tel 011 745 8333

Fax 011 745 8444

Compliance Officer Adél Walker
Tel 011 745 8333
Fax 011 745 8444
E-mail adel.walker@compass.co.za

Insurance Coverage Professional Indemnity Insurer: Lloyd's of London
Fidelity Guarantee Insurer: Lloyd's of London

Our Mandate We are appointed by Bryte Insurance Company Limited, Compass Insurance Company Limited and Lloyd's Underwriters to manage a specific type of product on their behalf and have written mandates evidencing this.

We make every effort to ensure that at all times we act in your best interests and in no way allow our own interests, potential or actual, to influence our objective performance and the delivery of unbiased and fair financial services to you. In furtherance of this objective we want to ensure you fully understand the various interests we have, be they Ownership, Financial or Relationships with third parties.

There are a number of entities with whom we can have a relationship of this nature and a summary of these is provided below.

General

Type Of Financial Product Short-Term Insurance Commercial Lines

How Your Insurer Is Paid The premium shown on your quote, policy or renewal schedule will be paid to insurers less the intermediary commission and our management fee.

Ownership We own no shares in any Lloyd's Underwriters, Bryte Insurance Company Limited or Compass Insurance Company Limited. Bryte Insurance Company Limited and Compass Insurance Company Limited do not own any shares in us. One of our Lloyd's Underwriters, namely Brit Insurance Holdings owns shares in us. We do not have a relationship with any other product provider that provides an ownership or financial interest.

Other FSPs We do not have a relationship with any other FSP that provides an ownership or financial interest.

Distribution Channels We do not have a relationship with any distribution channel that provides an ownership or financial interest or support service.

Other Persons We do not have a relationship with any other person that provides an ownership or financial interest.

Premium Obligation This policy is subject to the payment of premium as indicated in the policy schedule. The premium is payable on or before the inception date or renewal date shown in the policy schedule. Failure to pay the premium by this date may result in your policy being cancelled and any claim rejected.

How To Institute A Claim Inform your intermediary as soon as you become aware of a situation or event that may give rise to a claim under the policy; they will advise us, and tell you what procedure to follow.

Complaint Process If you have a complaint about our service, staff or products please make use of the following contact information with full details of the problem:

Camargue Complaints

Tel 011 778 9140

E-mail complaints@camargueum.co.za

If you wish to lodge a complaint direct with insurers please contact:

Lloyd's South Africa (Pty) Ltd

Tel 011 505 0000

Fax 011 505 0001 and/or

Compass Insurance Company Limited

Tel 011 745 8333; Fax: 011 745 8444

Postal PO Box 37226, Birnam Park, 2015

E-mail info@compass.co.za

If you wish to learn more about their complaints policy and procedure, contact

Adél Walker:

Tel 011 745 8333

Fax 011 745 8444

E-mail adel.walker@compass.co.za and/or

Bryte Insurance Company Limited

Claims 086 037 2057 or

General 086 020 2008

Postal PO Box 61489, Marshalltown, 2107

E-mail claims.complaints@brytesa.com
nonclaimscorplaints@brytesa.com

If you wish to learn more about their complaints policy and procedure please visit:

<http://brytesa.com/legal?complaints-management>

If your problem is not resolved to your satisfaction you may refer your complaint to:

The Ombud for Financial Service Providers

PO Box 74571, Lynwood Ridge, 0040

Tel 0860 324766

Fax 012 348 3447

Website www.faisombud.co.za

E-mail info@faisombud.co.za

Service Of Suit

In the event of any litigation arising out of this insurance, Lloyd's South Africa (Pty) Ltd, 15th Floor, The Forum, 2 Maude Street, Sandton, South Africa is required in terms of the Short Term Insurance Act No. 53 of 1998 to accept service of suit against Underwriters at Lloyd's.

NurseInsure Wording

Whereas the Insured has made to us the Insurers the Proposal which together with any other information which may have been supplied is hereby agreed to be the basis of the contract of insurance evidenced by this Policy and is deemed to be incorporated herein and has paid to Insurers the Premium specified in the Schedule. The Insurer agrees to indemnify the Insured subject to the terms, conditions and exclusions of this Policy, in respect of Costs and Damages which the Insured is legally liable to pay in respect of any Claim or Circumstance which occurs on or after the Retroactive Date specified in the Schedule, provided that such Claim is both first made against the Insured and reported to Insurers during the Policy Period.

This policy, its Schedule and endorsements shall be read together as one contract and any word or expression to which a specific meaning or definition has been given shall have such specific meaning wherever it may appear.

1. Definitions

- | | |
|---|---|
| <p>1.1 Abuse or Harassment
Any Abuse or Harassment to any person, of whatsoever nature, including but not limited to sexual, racial or discriminatory, Abuse or Harassment, causing:</p> <p>1.1.1 Injury; or</p> <p>1.1.2 mental Injury, distress or anguish, which may be caused by:</p> <p>1.1.2.1 actual bodily contact; or</p> <p>1.1.2.2 inference, written material or spoken word</p> <p>1.2 Claim/s
All Claims or complaints made against You and attributable to the same act, error or omission or series of acts, errors or omissions consequent upon or attributable to the same original cause or source.</p> <p>1.3 Circumstance
Knowledge of facts which ought reasonably to lead to the conclusion that a Claim may be made against the Insured. In relation to, proximity and proximate cause, an event including continuous or repeated injurious exposure to the same conditions during the Period of Insurance which results in Injury.</p> <p>1.4 First Amounts Payable
The amount which the Insured agrees to pay before which the Insurer shall be liable to make any payment under this Policy and such amount shall be inclusive of all costs and expenses as specified in the Schedule.</p> <p>1.5 Defence Costs
All the costs and expenses incurred by You with the Insurer's written consent in connection with any Claim which forms the subject of indemnity under this contract of insurance.</p> <p>1.6 Documents
All records of any nature whatsoever including computer records and electronically stored, digital or digitised information or media; but does not include securities, stamps, bank notes, bullion, derivative instruments, travellers cheques, cheques, bills of exchange, investments, certificates of deposit, postal orders, money orders, shares, letters of credit or orders upon public treasuries, promissory notes, currency, coins, negotiable instruments or bonds, whilst in the Insured's custody in the ordinary course of its Scope of Practice.</p> | <p>1.7 Good Samaritan Act
Treatment or care administered at the scene of a medical emergency, accident or disaster by You whether present by chance or in response to an SOS call following a disaster.</p> <p>1.8 Injury
Bodily Injury, death, disease and illness which shall include psychiatric illness.</p> <p>1.9 Insured
The natural person specified as the Insured in the Schedule.</p> <p>1.10 Insurer
The entity specified as such in the Schedule.</p> <p>1.11 Limit of Liability
Limit of Indemnity stated in the Schedule.</p> <p>1.12 Period of Insurance
The period from the start date of Your insurance to the end date as reflected in the Schedule.</p> <p>1.13 Premium
The amount specified as such in the Schedule and any Premium adjustment reflected in an endorsement to this policy.</p> <p>1.14 Proposal
Any information provided by the Insured or the Insured's broker or agent on behalf of the Insured in connection with this insurance.</p> <p>1.15 Property Damage
The damage to or loss of or destruction of tangible property or loss of the use thereof.</p> <p>1.16 Retroactive date
The date specified as such in the Schedule.</p> <p>1.17 Schedule
The Schedule of insurance attaching to and forming part of this Policy together with any renewal Schedule.</p> <p>1.18 Scope of Practice
Advice given, services rendered and/or duties undertaken by You the course of Your profession as stated in the Schedule and provided that any income derived from that accrues to You.</p> <p>1.19 Terrorism
An act including but not limited to the use of force or 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 organization(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or to put the public or any section of the public in fear.</p> <p>1.20 You, Your
The person named in the Schedule to this contract of insurance as the policyholder and in the event of Your death or incapacity Your estate, heirs or legal representatives in respect of any Claim made against that person arising out of the conduct by You in Your Scope of Practice. Any reference to the singular includes a preference to the plural and vice versa.</p> |
|---|---|

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Insurer Compass Insurance Company Limited (FSP 12148)

2. Operative Clause

- 2.1 The Insurer will indemnify You, as set out below, against Your legal liability to pay compensatory damages, which includes Claimant's costs and Defence Costs, in respect of Claims happening on or after the retroactive date first made against You and notified to the Insurer during the Period of Insurance arising out of Your performance of Your Scope of Practice within South Africa and in accordance with the law and procedure applicable in the Republic of South Africa.
- 2.2 The Insurer will not indemnify You in respect of any judgment, award or settlement made within any countries which operate under the laws of the United States of America and Canada and their possessions, territories and/or areas of jurisdiction, nor in respect of any order made anywhere in the world to enforce those judgments, awards or settlements in whole or in part.
- 2.3 This contract of insurance is fixed for the Period of Insurance notwithstanding the fact that Premium may be payable monthly.
- 2.4 The Insurer may cancel this contract of insurance if You do not pay Your Premium when due.

3. Medical Malpractice

- 3.1 The Insurer will indemnify You in accordance with clause two above against Claims resulting from:
- 3.1.1 any breach of Your professional duty in terms of Your Scope of Practice as stated in the Schedule;
- 3.1.2 any breach of implied warranty of authority or of trust committed in good faith; or
- 3.1.3 any defamation or injuria;
- 3.1.4 bodily injury caused by any actual or alleged negligent act, error or omission arising from the rendering of any healthcare services or Good Samaritan Acts by You in the conduct of Your Scope of Practice.
- 3.2 Specific Exclusions - This section does not cover liability:
- 3.2.1 arising from any blood bank or blood transfusion services;
- 3.2.2 directly or indirectly caused by/or contributed to/or arising from genetic engineering;
- 3.2.3 arising from clinical trials;
- 3.2.4 arising from any Scope of Practice or occupation other than as stated in the Schedule, even though that may be carried on by You or on Your behalf in conjunction with Your Scope of Practice as stated in the Schedule;
- 3.2.5 from any Claim arising from birthing, obstetrics, and maternity;
- 3.2.6 arising from bodily Injury other than that caused by any actual or alleged negligent act, error or omission arising from the rendering of any healthcare services or Good Samaritan Acts.

4. HPCSA, Criminal and Inquest Defence Costs

- 4.1 The Insurer will indemnify You in accordance with clause three above for Defence Costs, or for costs and expenses incurred by the Insurer or on Our behalf in the defence of any:
- 4.1.1 Disciplinary proceedings by the Health Professions Council of South Africa and by the South African Nursing Council
- 4.1.2 Criminal prosecutions;
- 4.1.3 Inquest proceedings;
- against, or involving You, in the conduct of Your Scope of Practice, but
- 4.2 The indemnities are limited to the amount set out in the Schedule; and

- 4.3 The Insurer will not be liable for any fines or penalties imposed as a consequence of those prosecutions or proceedings.

5. Indemnity Limit

- 5.1 Our liability for any Claims excluding VAT, Claimant's costs, Defence Costs and all costs and expenses which are incurred by the Insurer or on the Insurer's behalf, in respect of Claims made by You or against You during any one Period of Insurance will not exceed the Limits of Indemnity stated in the Schedule.

6. South African Law

- 6.1 You agree that:
- 6.1.1 the law of the Republic of South Africa applies when interpreting this contract of insurance and determining any Claim to an indemnity under this contract of insurance;
- 6.1.2 only the Courts of the Republic of South Africa may deal with any dispute in respect of this contract of insurance.

7. Run-Off Cover

- 7.1 You may:
- 7.1.1 in the event of your permanent retirement, ceasing to work due to serious illness or disablement, ceasing to practice as a registered healthcare practitioner or pregnancy occurring during the Period of Insurance, apply to us to extend the notification periods referred to in 9.15 and 9.16 above for a maximum period of 36 months from the end date;
- 7.1.2 in the event of any applications for subsequent extensions, we may, at our sole discretion, agree to extend the notification periods, subject to prevailing underwriting criteria at the time when you apply for any subsequent extensions, and on such terms and conditions.

8. Automatic Reinstatement (if stated in the policy)

- 8.1 You shall be entitled here under to a reinstatement of the Limit of Liability if Claims made during the Period of Insurance and/or Claims which arise after the Period of Insurance from circumstances notified during the Period of Insurance, give rise to loss which exceeds both the Limit of Liability and any sums to which You are entitled under any insurance in excess of this policy and all other applicable liability insurance contracts and self-insurance.
- 8.2 The reinstated Limit of Liability will be made available to You once only upon exhaustion of the Limits of Liability of all other available sources of indemnity for loss covered by this policy. If You are entitled to a reinstated Limit of Liability, the total amount payable by us under this policy in the aggregate, irrespective of the number of Claims shall not exceed twice the Limit of Liability.
- 8.3 Following reinstatement of the Limit of Liability, all provisions of this policy which refer to the Limit of Liability will be deemed to refer to the Limit of Liability and the reinstated Limit of Liability combined. Our liability in respect of all Claims or losses resulting from a single wrongful act shall not exceed the Limit of Liability. A reinstated Limit of Liability will apply only in respect of a wrongful act committed.

9. General Conditions

- 9.1 You must give the Insurer written notice as soon as possible after You or anyone on Your behalf receives any request for any patient information or medical records of a patient from any person.
- 9.2 You must give the Insurer written notice as soon as possible after the Circumstance that may give rise to a Claim under the contract

Initial _____

- of insurance. You must give the Insurer all additional information as the Insurer requires. Every letter of demand or complaint, Claim, writ, summons or process must be forwarded to the Insurer immediately when You or anyone on Your behalf receives it. If You do not comply with these requirements, then You will have no Claim against the Insurer for any indemnity and the Insurer will have no liability to You in respect of that Claim.
- 9.3 You or anyone on Your behalf must not admit liability for, nor settle any Claim, nor incur any costs or expenses in connection with any Claim without Our prior written consent. If You do, then the Insurer will not indemnify You for that Claim nor those costs or expenses.
- 9.4 You or anyone on Your behalf must not, without the Insurer's express consent, accept responsibility for the breach of the professional duty of Your agent, correspondent or external consultant, practicing in any Scope of Practice or profession.
- 9.5 You must give to the Insurer or the Insurer's duly appointed representatives, that information, assistance and signed statements the Insurer requires from time-to-time and assist in the defence of any Claim without charge to the Insurer.
- 9.6 The Insurer shall be entitled to take control of the defence of any Claim or to prosecute in the name of the Insured for their own benefit any Claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations or proceedings on the settlement of any Claim. The Insured must comply with 9.5 above.
- 9.7 You or anyone on Your behalf may not, without the Insurer's express consent, waive any right of recourse which You or Insurers have against any agent, correspondent, external consultant or any other person with whom You may be associated.
- 9.8 If Insurers disclaim liability for any Claim for indemnity or for Defence Costs in connection with that Claim, then You must institute legal proceedings within 12 months of the date of that disclaimer. If You do not institute proceedings within the 12 month time period, then You will have no Claim against the Insurer for any indemnity and the Insurer will have no liability to You in respect of any Claim.
- 9.9 The Insurer will not settle any Claim without Your consent. If You refuse to give consent to any settlement and elect to contest or continue any legal proceedings in connection with that Claim, then Our liability for the Claim will not exceed the amount for which the Claim could have been settled by the Insurer any costs and expenses incurred by You with the Insurer's express consent up to the time of that refusal.
- 9.10 The Insurer will not require You to defend any Claim unless a counsel or an attorney chosen by the Insurer advises that the Claim could be defended with a reasonable prospect of success by You, and You then consent to the Claim being contested. But You must not unreasonably withhold Your consent. If there is any dispute between You and the Insurer about what constitutes an unreasonable refusal, that dispute will be referred to arbitration in accordance with the provisions of the rules of the Association of Arbitrators, Southern Africa.
- 9.11 The Insurer may, at any time, pay to You, in connection with any Claim or series of Claims, to which an indemnity limit is applicable the amount of that indemnity, after deduction of any sums already paid as damages or Defence Costs, or any lesser amount for which the Claim may be settled.
The Insurer shall then relinquish the control and conduct of the Claim and be under no further obligation to indemnify You in connection with the Claim once the Insurer has made that payment.
- 9.12 It is a condition precedent to the right of the Insured to be defended or indemnified under this Policy that the Insured shall ensure and warrant that throughout the Period of Insurance, the Insured maintain a license approved by the Government Medical and Health Department, South African Nursing Council or other applicable licensing and registration body.
- 9.13 If the Limit of Liability is increased during a Period of Insurance then the lower Limit of Liability will apply to all Claims made or Circumstances notified or required to be notified to the Insurer prior to that increase in the Indemnity Limit.
- 9.14 The insurer waives its rights of subrogation against Your principal, partners, directors, officers, members, employers or in-house consultants unless those persons have acted dishonestly or criminally and that conduct gives rise to any Claim under this contract of insurance.
- 9.15 If You or anyone on Your behalf:
- 9.15.1 makes any fraudulent Claim;
- 9.15.2 or uses any fraudulent means or devices to obtain, or in an attempt to obtain, any benefit under this contract of insurance;
- 9.15.3 then You will forfeit all benefits under this policy in respect of the whole Claim and the Insurer will have no liability to You at all in respect of the whole of the Claim made, including all its constituent parts.
- 9.16 You must give the Insurer notice of any fact or event which materially affects the risks covered by this contract of insurance as soon as possible.
- 9.17 If You give the Insurer notice of any occurrence or Circumstance contemplated in 9.1 or 9.2 above during the Period of Insurance, which may reasonably be expected to give rise to a Claim against You, then for the purposes of clause 3 above, the Claim will be deemed to have been made during the Period of Insurance.
- 9.18 You must take all reasonable precautions to prevent Claims.
- 9.19 In respect of student nurses any practical work to be fully supervised by a qualified practitioner.
- 10. General Exclusions**
- The Insurer will not be liable for:
- 10.1 Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- 10.1.1 war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- 10.1.2 any act of terrorism; and
- 10.2 For the purpose of this exclusion, it also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 10.1.1 and/or 10.1.2 above; and
- 10.3 If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance, the burden of proving the contrary shall be upon the Insured; and
- 10.3.1 In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 10.4 The Insurer will not indemnify You for Claims arising out of or as a consequence of:
- 10.4.1 Your (or anyone on Your behalf's) dishonest, fraudulent, malicious, illegal or criminal conduct;
- 10.4.2 any deliberate, conscious or intentional disregard by You, or where applicable on Your behalf, of the need to take all reasonable precautions to prevent loss, Injury or damage;
- 10.4.3 Your insolvency, liquidation or judicial management, or the insolvency, liquidation or judicial management of any person who enters into an agreement with You;

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- 10.4.4 any performance warranty or penalty clauses, except to the extent that You would have been liable even in the absence of such clauses;
- 10.4.5 loss of or damage to property of any kind belonging to You or in Your custody or control;
- 10.4.6 any Circumstances compulsorily insurable by legislation governing the use of any vehicle or any Claims which fall within the ambit of the Road Accident Fund Act or subsequent legislation;
- 10.5 Any Claim arising from the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft, hovercraft, unmanned aerial vehicle or drone, other than malpractice arising from emergency transportation of any patient accompanied by the Insured.
- 10.6 Any fines, penalties, punitive or exemplary damages.
- 10.7 Any Claim, Circumstance, incident or liability arising out of Abuse or Harassment.

11. Extensions

11.1 Breach of Confidentiality

The Insurer will indemnify the Insured in respect of Claims first made against the Insured during the Period of Insurance and notified to Insurers during the Period of Insurance arising out of Breach of Confidentiality committed or alleged to have been committed in the ordinary course of the Insured's Scope of Practice.

11.2 Defamation

The Insurer will indemnify the Insured in respect of Claims for Damages first made and reported to the Insurer during the Period of Insurance as well as Defence Costs arising out of any defamatory words or statements, whether written or verbal, made by the Insured.

The Insurer may elect not to indemnify the Insured where the Circumstances of the alleged Defamation lead them to believe that the Insured acted with malicious intent. If the Insurer elects not to indemnify the Insured for this reason, the onus will be upon the Insured to prove and establish that they did not act with malicious intention.

Provided that this extension does not cover liability:

- 11.2.1 for any fines, penalties, punitive or exemplary damages;
- 11.2.2 for any Claims arising from any infringement of any data protection legislation;
- 11.2.3 arising from the contents of any journal publication, or in any communication or contribution to the press or media;
- 11.2.4 arising from defamation committed or alleged to have been committed against professional adversaries or competitors.

11.3 Documents

The Insurer will pay on behalf of the Insured, any loss with respect to a third party's Documents:

- 11.3.1 for which the Insured is legally responsible, and
- 11.3.2 which, during the Period of Insurance, have been destroyed, damaged, lost, distorted, erased or mislaid solely in the performance or non-performance of the Professional Services. Loss shall also include costs and expenses reasonably incurred by the Insured in replacing or restoring such Documents provided that for purposes of this extension:
- 11.3.3 such Loss is sustained while the Documents are either:
 - 11.3.3.1 in transit; or
 - 11.3.3.2 in the custody of the Insured or of any person to whom the Insured has entrusted them;
 - 11.3.3.3 where the lost or mislaid Documents have been the subject of a diligent search by or on behalf of the Insured;
 - 11.3.3.4 the amount of any Claim for such costs and expenses shall be supported by evidence of expenditure that shall be subject to approval by a competent person to be nominated by the Insurer; and
 - 11.3.3.5 the Insurer shall not be liable for any Claim arising out of wear, tear and/or gradual deterioration, moth and vermin, or other matters beyond the Insured 's control.