



01 January 2024

Dear Policyholder,

RE: 2024 PsySSA MEMBER MEDICAL MALPRACTICE / PROFESSIONAL INDEMNITY RENEWAL TERMS AND CONDITIONS

INSURANCE COMMENCEMENT PERIOD: 2024

As Medical Malpractice / Professional Indemnity cover is mandatory for all Psychologists, please see the terms and conditions below, offered through FNB Brokers. The non-life insurance policy is underwritten by iTOO Special Risks (Pty) Ltd in association with Hollard Insurance Company (Pty) Ltd.

"All registered psychologists must obtain professional indemnity cover, which must be fully maintained at all times" as per the Health Professional Act 56 of 1974".

Option (A) excluding Public Liability cover: The Medical Malpractice/ Professional Indemnity cover options for Qualified Psychologists are as follows:

1) Limit of Indemnity	: R2 500 000 in the aggregate
Plus 1 Reinstatement of Excess	: R2 500 000
Annual Premium	: R7 500 each and every claim
	: R1 999.00 per member (Incl. 15% VAT and Broker Administrative Fee of R50)
2) Limit of Indemnity	: R3 000 000 in the aggregate
Plus 1 Reinstatement of Excess	: R3 000 000
Annual Premium	: R7 500 each and every claim
	: R2 316.00 per member (Incl. 15% VAT and Broker Administrative Fee of R50)
3) Limit of Indemnity	: R5 000 000 in the aggregate
Plus 1 Reinstatement of Excess	: R5 000 000
Annual Premium	: R7 500 each and every claim
	: R2 695.00 per member (Incl. 15% VAT and Broker Administrative Fee of R50)

iTOO Legal Assist

Contact number 0861 102 033

Policy number to be provided SPL/SLFG/000006901 with your name and surname.

Please contact **Tahera Rassool** on 087 577 4377 or tahera.rassool@fnb.co.za in the event of a possible claim.



Option (B) including Public Liability cover: The Medical Malpractice/ Professional Indemnity cover options for Qualified Psychologists are as follows:

4) Limit of Indemnity	: R2 500 000 in the aggregate
Plus 1 Reinstatement of Excess	: R2 500 000 : R7 500 each and every claim
Annual Premium	: R2 480.00 per member (Incl. 15% VAT and Broker Administrative Fee of R50)
5) Limit of Indemnity	: R3 000 000 in the aggregate
Plus 1 Reinstatement of Excess	: R3 000 000 : R7 500 each and every claim
Annual Premium	: R2 943.00 per member (Incl. 15% VAT and Broker Administrative Fee of R50)
6) Limit of Indemnity	: R5 000 000 in the aggregate
Plus 1 Reinstatement of Excess	: R5 000 000 : R7 500 each and every claim
Annual Premium	: R3 669.00 per member (Incl. 15% VAT and Broker Administrative Fee of R50)

The Extensions are applicable in the aggregate, and form part of the Limit of Indemnity:

- Breach of Confidentiality R250 000.00 with the excess of R2 500 for each and every claim
- Business Identity Theft R250 000.00 with Nil excess applies to option (A)
- Business Identity Theft R500 000.00 with Nil excess applies to option (B)
- Defamation R100 000.00 with the excess of R2 500 for each and every claim applies to option (A)
- Defamation R250 000.00 with the excess of R2 500 for each and every claim applies to option (B)
- Documents R250 000.00 with the excess of R2 500 for each and every
- Additional reporting period / Run-Off Cover for 36 months (PsySSA Members)
- HPCSA / Other Statutory Body Defense Costs: R500 000 per policy period with the excess of R5 000 for each and every claim

**Extensions applicable to Public Liability Cover only:
(Only applicable to Option B)**

- Statutory Defense Costs R250 000 with an excess of R 2 500 for each and every claim (Sub-Limit of Public Liability Section)
- Wrongful Arrest R250 000 with an excess of R 2 500 for each and every claim (Sub-Limit of Public Liability Section)



Option (C): The Medical Malpractice/ Professional Indemnity cover option for Students / Intern Psychologists is as follows:

Limit of Indemnity	:	R2 500 000 in the aggregate
Excess	:	R7 500 each and every claim
Annual Premium	:	R1042.00 per member (Incl. 15% VAT and Broker Administration Fee of R50)

- Breach of confidentiality does not apply to Students/ Interns
- Business identity theft R500 000.00
- Defamation cover does not apply to Students/ Interns
- Documents does not apply to Students/ Interns
- HPCSA costs / other statutory Body costs R250 000.00 with a R2 500.00 each and every claim excess
- Statutory Defense Costs (Sub limit of Public Liability section) does not apply to Students / Interns
- Wrongful Arrest (Sub-limit of Public Liability section) is not applicable
- The additional reporting period and reinstatement of cover does not apply to Students / Interns
- Students and Interns must be under supervision by a fully qualified professional in their field of study, where the professional is always at hand to provide guidance, check the progress of treatment and check proposed treatment plans prior to implementation thereof where necessary.

For the non-life insurance policy to be issued, the attached proposal form needs to be fully completed and returned to FNB Brokers together with the Brokers Appointment Form, Mandate Form, and Proof of payment. [Kindly note that this policy does not automatically renew and failing to provide us with the fully completed documents before renewal will result in the policy lapsing without further notice.](#)

No non-life insurance policy will be issued without all these documents being received by FNB Brokers.

Subject to the terms and conditions, we confirm that insurance cover will be in place upon receipt of the requested documents above, [subject to no claims declared and/or no existing notifications.](#)

We endeavor to send out the renew notices 6 to 8 weeks prior the renewal of your policy, it however remains the responsibility of the policyholder to ensure that we receive the abovementioned documents before the insurance cover expires.

Please pay your insurance premiums into FNB Brokers bank account reflected below

Bank : First National Bank
Accountholder : First Risk and Advisory Services (Pty) Ltd
Account Number : 50490500681
Branch Name : RMB Corporate Banking
Branch Code : 255005
Reference : Policy Number, Surname and Initials 2024 PSYSSA



Contact Details at FNB Brokers:

ADMINISTRATION

Gilbert Maruping

Telephone Number: 087 736 3890

Email Address: psysa@fnb.co.za
gmaruping2@fnb.co.za

Lopang Macumi

Telephone Number: 087 577 4117

Email Address: lopang.macumi@fnb.co.za/
psysa@fnb.co.za

CLAIMS

Tahera Rassool

Telephone Number: 087 577 4377

Email Address: tahera.rassool@fnb.co.za

The Policy Wording, together with this Schedule and its endorsements as agreed to by the Insurer from time to time, shall be read together as one contract. The endorsements listed below include additional extensions, exclusions, terms, and conditions of cover. Please read the Policy Wording together with all the endorsements carefully.

Medico-legal assessments are not automatically covered and needs to be referred to the insurer for consideration with the answers to the 6 questions noted below:

- a. To whom are you rendering medico-legal work to i.e., attorneys etc.
- b. What percentage of your work constitutes medico-legal services?
- c. In cases you provide reports – are all services within your normal scope of practice.
- d. Please may we have a copy of the standard contact conditions utilized by you when rendering these services?
- e. Please may we have an example of the medico-legal report utilized
- f. Have you attended any training or completed any formal qualifications in respect of medico-legal reporting etc. – Please provide copies of certificates

1) Cover shall extend to include services rendered abroad by fully paid-up Students, Interns, and qualified Psychologists 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) 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 always at hand to provide guidance, check the progress of treatment and check proposed treatment plans prior to implementation thereof where necessary.

3) 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.

4) No cover will be provided under this policy for any claim arising out of damage to or by any musical instrument(s) and or equipment during therapies rendered by the Insured.

5) Equipment / Instruments must be properly sterilised and maintained in accordance with manufacturer's stipulations and or industry body regulations.

6) 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 is 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, which has been 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, or any other documentation agreed to by the Insurers for this purpose.

7) The Insured shall always maintain adequate, accurate and descriptive clinical records of services reflecting the patient's condition before, during and after treatment.

8) Any requests in relation to online therapy / telepsychology needs to have the Online Therapy Annexure completed and referred to Insurers prior to granting of cover.

a) Should online therapy constitute less than 15% of services cover is granted at no additional premium, cover in respect of (a) is automatic and does not need to be referred on the proviso that the Online Therapy Annexure has been completed and no services are rendered to International Clients, should services be rendered to International clients, this will need to be referred to Insurers prior to granting cover.

b) Should online therapy exceed 15% but less than 25% an additional 10% premium is applicable

c) Should online therapy exceed 25% but less than 50% an additional 15% premium is applicable

d) Should online therapy exceed 50% we will not be able to accommodate cover on the group scheme but can provide cover as a standalone quotation for consideration.

ABSOLUTE CYBER LOSS EXCLUSION

Notwithstanding anything to the contrary as stated in the policy wording

Definition 2.19 Malicious Code and Exclusion 10.19 is deleted and replaced by the following:

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes any CYBER LOSS regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any DATA, including any amount pertaining to the value of such DATA shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion or any other part of this policy.

If the Insurer alleges that by reason of this exclusion any CYBER LOSS sustained by the Insured is not covered by this policy, the burden of proving the contrary shall fall to the Insured.

DEFINITIONS

1. **CYBER LOSS** means any loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any CYBER ACT or CYBER INCIDENT including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any CYBER ACT or CYBER INCIDENT.

2. **CYBER ACT** means an unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving actual access to, processing of, use of or operation of any COMPUTER SYSTEM.

3. **CYBER INCIDENT** means:

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any COMPUTER SYSTEM; or

b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any COMPUTER SYSTEM.



- COMPUTER SYSTEM** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, DATA storage device, networking equipment or back up facility.
- DATA** means information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a COMPUTER SYSTEM.

COVID-19 / PANDEMICS / EPIDEMICS EXCLUSION EFFECTIVE 01 JANUARY 2021

Notwithstanding anything to the contrary as stated in the policy wording exclusion 10.14 is deleted and replaced by the following:

This policy excludes any loss, damage, liability, expense, fines, penalties, or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following –including any fear or threat thereof, whether actual or perceived:

1. Coronavirus (COVID-19) including any mutation or variation thereof; or
2. Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority

However, this exclusion does not apply to:

Liability arising from the provision of healthcare related services in relation to incorrect treatment and assessment of such diseases by a medical practitioner and / or medical institution providing healthcare related services.

Specific Exclusion: Exclusion 10.27 in the applicable policy wording is deleted and replaced as follows:

Notwithstanding anything else contained in the Policy to the contrary the Insurer shall not indemnify the Insured in respect of any loss, damage, cost, or expense directly or indirectly arising out of, contributed to, resulting from, in consequence of any actual or alleged liability involving:

1. molestation, assault, or abuse of any kind
2. sexual misconduct of any kind
3. wrongful or excessive discipline of any kind
4. bullying or harassment of any kind
5. racism or any allegations of racism
6. hate speech or any allegation of hate speech

CONSENT CONDITION: It is a condition precedent to liability that the Insured will be required to provide evidence to the satisfaction of the Insurers, that they obtained informed consent prior to rendering any new advice, procedure, screening, or treatment undertaken, prescribing any medication, conducting any tests or supplying any products or devices. In establishing whether such informed consent was obtained, Insurers will have regard to the guidelines set out by the relevant regulatory body such as HPCSA /AHPCSA / SANC or alike and in respect of provisions of Sections 6 to 9 of the National Health Act, (Act No. 61 of 2003), as amended from time to time, or any equivalent act, where applicable. The Insured should therefore familiarise themselves with the said guidelines and Act/s to ensure

compliance. Insurers will be entitled to reject or repudiate any claim under this policy where the insured has failed to produce written informed consent stipulated above. Forms must be signed for any treatment, procedure or screening undertaken, evidencing that informed consent to treatment and billing was obtained, prior to any treatment or provision of goods or other services.



Fraud: 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 FNB Brokers to that effect and FNB Brokers will notify PsySSA in writing of such cancellation so that they can communicate this directly with their member / non-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 PsySSA itself but will not be made available to the general body of members.

HIV / AIDS: Notwithstanding anything to the contrary as stated in the policy wording exclusion 10.13 is deleted and replaced by the following:

Liability caused by, arising from, or related to:

- a) the Human Immune Deficiency Virus (HIV)
- b) the Acquired Immune Deficiency Syndrome Related Complex (ARC)
- c) the Acquired Immune Deficiency Syndrome (AIDS)
- d) any virus, complex or syndrome that is related to the foregoing which results from the manufacture or supply of blood or blood products. Blood or blood products include blood preparations, sera, plasma, cellular products and whole blood to the extent that they are derived from human blood and are intended for use as a drug.
- e) arising out of the contraction of HIV or the mutant derivatives or variations thereof or in any way related to AIDS or any syndrome or condition of a similar kind howsoever it shall be named, due to needle stick injuries, blood transfusions, or any other method of infection.

This exclusion does not apply to liability arising from the provision of:

- I. first aid or good Samaritan or pro bono aid/services.
- II. medical services at the premises of an original insured for the benefit of the employees of such original insured;
- III. non-invasive, alternative, or complimentary medicine. For purposes of this exclusion acupuncture where the insured use disposable needle packs are deemed to be non-invasive.
- IV. Wrongful Act in relation to dispensing risks.

a Breach of Confidentiality on the Insureds part in unintentionally disclosing a Patients HIV/AIDS incorrect analysis and/or incorrect results being provided in respect of HIV/AIDS

HPCSA Extension Endorsement: It is hereby noted and agreed that HPCSA Costs are included as noted in the policy documentation with a deductible relevant to option chosen, the deductible applies to each and every claim. (Cover excludes billing enquiries and criminal defense costs) Provided that the total liability of the Insurers is not increased beyond that which would have applied in the absence of such Extension.

Intercountry Adoption: Intercountry adoptions should be facilitated within the frame of an established working agreement between two partner organizations, one in the receiving country and one in the country of origin. Both the South African Central Authority and the Central Authority of the receiving country also approve these agreements.

Reinstatement Extension: In the event of the complete exhaustion of the aggregate limit under this Insurance by reason of any one loss and/or series of losses such aggregate limit shall be reinstated, without payment of an additional premium, but any such reinstated amount shall apply only in respect of payments which are totally unrelated to any payment(s) that give rise to such reduction. It being understood that the total liability of Insurers under this Insurance shall be limited to twice the amounts shown in the Schedule during the Period of Insurance. If the Insured has in effect any Insurance or Insurances providing excess coverage for limits beyond the amounts available under this Insurance,



The reinstatement herein provided for shall become effective only AFTER the total exhaustion of the limits of all such excess coverage by reason or payments thereunder.

State Capture Exclusion : It is hereby understood and agreed that the Insurers shall not be liable to make any payment arising out of, based upon or attributable to any claim or loss or costs or expenses made against or incurred by the Insured arising out of, based upon, or attributable to any allegation of alleged or actual involvement in any act, omission, wrongdoing or breach of any kind arising from, attributable to or based upon any involvement in "State Capture" referred to in the Public Protector's Report dated 14 October 2014 or any subsequent report, investigation, judicial proceedings, judicial inquiry or commission or other inquiry by any official body in relation to any act of favouritism, bribery, corruption, gaining of profit or advantage of any kind to which the Insured is not legally entitled to at any entity or organ of state. Official body shall mean: any regulator, government body, government agency, parliamentary commission, official trade body, or any similar body having legal authority to investigate the affairs of the Insured or a client of the Insured, or the equivalent body in any other applicable jurisdiction.

The Privacy of Your Personal Information – iTOO Special Risks (Pty) Ltd

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information. For a more detailed explanation, please read our official Privacy Notice on our website.

Processing of your personal information: We must collect and process some of your personal information to provide you with our products and services, and as required by insurance, tax, and other legislation.

Sharing your personal information: We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys.

Protecting your personal information: We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access, and disruption of services.

Receiving marketing from us: Please contact us if you want to change your marketing preferences. Remember that even if you choose not to receive marketing from us, we will still send you communications about this product.

FirstRand Privacy Term

- Your personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand Group.
- To better understand the entities that form part of the FirstRand Group and how your personal information is treated, please refer to FirstRand's Privacy Notice which forms part of this privacy term. The Privacy Notice can be found on our website (www.fnb.co.za) or contact us to request a copy.
- In this privacy term references to "we", "us" or "our" are references to the entities in the FirstRand Group, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise.
- By accepting this short-term insurance contract or by utilising any products or services ("Solutions") offered by us, you acknowledge that to:
 - conclude and fulfil contractual terms or obligations to you;
 - comply with obligations imposed by law; or
 - to protect or pursue your, our, or a third party's legitimate interests, including offering Solutions that best meet your needs; your personal information may be processed through centralised functions and systems across entities in the FirstRand Group and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Notice.

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Brokers

- Where it is necessary to obtain consent for processing outside of this privacy term, we will explicitly seek your consent separately.
- We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our Privacy Notice. We have also set out further information about accessing, correcting or objecting to the processing of your personal information in our Privacy Notice. We strongly advise that you read our Privacy Notice.
- For the purposes of this short-term insurance contract, the responsible party is the party with whom you are contracting a Solution, as well as other entities in the FirstRand Group, which are listed in our Privacy Notice as responsible parties. For the contact details of these responsible parties, please see our Privacy Notice.

Policy Exclusions and Warranties: It is imperative to always refer to the policy wording which provides you with detailed information as to what is covered and excluded in your insurance policy. The responsibility lies with you, the Insured to familiarize yourself with the policy exclusions and warranties to ensure that there are no misunderstandings as to what is or isn't covered by your insurance policy. If you have any queries, please contact us.

We trust that the above is in order, but should you have any queries or require any further information whatsoever please do not hesitate to contact us.

Kind regards,

Michelle Reynolds | Business Broker : FNB Brokers
21 van der Linde Road, Bedfordview | Tel: 087 335 6779 | Cell: 082 776 9224
e-mail: michelle.reynolds@fnb.co.za

Terms and conditions apply.

First National Bank First Risk and Advisory Services (Pty) Ltd t/a FNB Brokers, a wholly owned subsidiary of FirstRand Investment Holdings (Pty) Ltd.
An authorised Financial Services Provider Registration No: 2022/755819/07 FSP License No: 52961

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Brokers

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