

## General Section

### 1. Preamble

The Insured having made a written proposal to the Insurer, and/or otherwise submitted particulars and statements constituting the risk profile, which proposal and risk profile shall form the basis of this Insurance, the Insurer will indemnify the Insured in accordance with the Terms, Exclusions, Conditions and Limitations contained herein or endorsed hereon. Such indemnity shall be conditional upon, the prior payment of the Premium by or on behalf of the Insured and receipt thereof by or on behalf of the Insurer.

At all times this policy shall be subject to a maximum amount for which the Insurer is obliged to indemnify the Insured. Such amount shall be stated in the Schedule, and applicable in the annual aggregate.

The insurance provided by this Policy is on a "claims made" basis, which means that for there to be a valid claim under any Section, the need for legal assistance or trauma counselling must have arisen and been reported to the Insurer within the Period of Insurance and arise on or after the retroactive date contained in the Schedule.

### 2. How to Access Legal and Trauma Assistance

2.1 On the happening of an Event which may result in a claim under this Policy, the Insured shall contact: [claims@genoa.co.za](mailto:claims@genoa.co.za) who will refer you to its Nominated Representative who may in turn :

- a. ask you about your claim and if necessary call back to give you legal advice; or
- b. give you the details of the trauma counsellor who will be assigned to your case.

2.2 The Insurer through its Nominated Representative will provide you with service 24 hours per day, seven days a week, 365 days a year during the period of insurance.

2.3 The Nominated Representative will give confidential advice over the phone or where circumstances necessitate a consultation, in person.

### 3. Representation

3.1 On receiving a request for legal or trauma counselling assistance, if the request is an Event as defined and this policy covers such claim, the Insurer will in its sole discretion appoint a preferred law firm, in-house lawyer or trauma counsellor to deal with your claim as the case may be.

3.2 If there is a conflict of interest then, subject to the Limit of Indemnity, you may choose a law firm or trauma counsellor to act as the Nominated Representative in which case the most the Insurer will pay for the claim is the amount the Insurer would have paid if such law firm or trauma counsellor has been appointed by the Insurer to deal with the claim.

### 4. Definitions

4.1 "Due Date" means the date on or before the inception date or the renewal date stated in the Schedule;

4.2 "Event" means a claim, or threatened claim, against the Insured personally for civil damages or professional misconduct arising out of their employment with the State as a medical practitioner;

4.3 "Insured" means the person named in the Schedule of insurance;

- 4.4 **“Legal Advice Service”** means professional legal advice or guidance provided by the Nominated Representative of the Insurer to the Insured in relation to the Event and subject to coverage under the Legal Advice Service section of this policy;
- 4.5 **“Legal Expenses”** means all reasonable and necessary costs charged by the Nominated Representative in providing the Legal Advice Service;
- 4.6 **“Insurer”** means Safire Insurance Company Limited;
- 4.7 **“Material Change”** shall mean:
- 4.7.1 a change in the risk, which is the subject of indemnity hereunder;
- 4.7.2 any circumstances, which would reasonably affect the Insurer’s decision to either:
- a. continue with the indemnity hereunder or
  - b. amend the terms and conditions under which the Insurer will continue to provide indemnity hereunder;
- 4.8 **“Nominated Representative”** means a lawyer under the Legal Advice Service section, a trauma counsellor under the Trauma Counselling Advice section or other suitably qualified person who has been appointed by the Insurer to assist you with a claim under either of the sections as the case may be;
- 4.9 **“Period of insurance”** means the period for which the Insurer has agreed to cover the Insured;
- 4.10 **“Premium”** shall mean the Premium as set out in the Schedule of Insurance;
- 4.11 **“Trauma Counselling Fees”** means all costs charged by the Nominated Representative in providing the Trauma Counselling Service;
- 4.12 **“Schedule”** shall mean the schedule of insurance issued by the Insurer and which must be read in conjunction with the Policy Wording;
- 4.13 **“Territorial Limits”** means for all legal advice and trauma counselling services conducted within the Republic of South Africa;
- 4.14 **“Trauma Counselling Service”** means the professional trauma counselling provided by the Nominated Representative to the Insured in relation to the Event and subject to coverage under the Trauma Counselling Service section of this policy.

## 5. General Terms and Conditions

The following General Conditions shall apply to all Sections of this Policy:

### 5.1 Limit increase

If the Limit of Liability under any Section of the policy is increased at any time, the liability of the Insurer for insured events occurring prior to the date of such increase but notified to the Insurer subsequent to said date of increase shall not exceed the Limit of Liability which was in place prior to such increase.

### 5.2 Maintenance of accurate records

The Insured shall at all times maintain accurate descriptive records of all professional services which records shall be made available for inspection and use by the Insurer or its duly appointed representatives insofar as they pertain to any claim under this Policy.

### 5.3 Contribution

In the event that the Insured has other insurance cover in place for risks that form the indemnity hereunder, then such other cover shall be called upon first in respect of any claim and the Insurer shall only be liable for any amount in excess of the limit of indemnity provided in respect of such other insurance regardless of whether such other cover actually attached to the claim or not.

### 5.4 Cancellation

- 5.4.1 This Policy, or any Section attaching thereto may be cancelled at any time by:
- a. the Insurer by giving 30 days’ notice, in writing via registered post at the Insured’s place of business, or via electronic mail to the email address, as stated in the Schedule;
  - b. the Insured giving immediate notice in writing to the Insurer through any contact medium as supplied in the Disclosure Notice.

5.4.2 There is no obligation on the Insurer to renew the Policy or any Section thereof and in the event of non-renewal of either the Policy or any Section, then the Insurer's liability thereunder shall terminate.

5.4.3 On termination of this Policy for whatsoever reason, the Insurer's liability shall terminate other than in respect of any:

- a. outstanding claim and/or loss;
- b. claims made and/or circumstances notified in writing in accordance with the terms and conditions hereof.

## **5.5 Annual policy & premium payment**

5.5.1 This is an annual Policy for which an annual premium shall be charged. Notwithstanding this, the Insured may elect to effect payment to the Insurer via an annual debit order.

5.5.2 The Insurer is not obliged to accept payments tendered to it 15 (fifteen) days after the Due Date.

5.5.3 Notwithstanding Clause 5.5.2, in the event of an annual debit order being unpaid, the Insurer may at its sole discretion elect to raise a double debit on the first day of the following calendar month. In the event that the debit order is unpaid on the second debit request then the Policy will be canceled with effect from the first date of non-payment. If, however, in the event that a claim arises between the first unpaid debit order and prior to the date of the double debit payment request the indemnity granted by this Policy will remain in force, and the Insurer will be entitled to deduct all premiums due from the claims settlement. Any bank charges accruing to the unpaid debit order shall be borne by the Insured.

5.5.4 Any stop payment by the Insured, shall be deemed to be a cancellation of the Policy by the Insured.

## **5.6 Material change**

The Insured shall give notice as soon as reasonably possible, or in any event by no later than 30 (thirty) days, of any Material Change to the information supplied to the Insurer at the time when this Policy was incepted or renewed, and the Insurer may at its sole discretion amend the terms and conditions of this Policy accordingly.

The Insured is obliged to supply such information as the Insurer may require for reassessment of the risk.

## **5.7 Misrepresentation, mis-description and non-disclosure**

Misrepresentation, mis-description or non-disclosure of any Material change in information originally supplied to the Insurer shall render voidable the particular item, Section or sub Section of the Policy.

## **5.8 Insurers ability to amend the policy wording and Schedule of cover**

The Insurer reserves the right to amend the Policy wording and/or the Schedule of cover. The right to amend may be actioned at any time during the year, provided that 30 (thirty) days' notice is given to the Insured in writing via registered post at the Insured's place of business or via electronic mail to the email address, as stated in the Schedule.

## **5.9 Law and jurisdiction**

The interpretation and enforcement of the terms, Conditions and Exclusions of this Policy (and any phrase or word contained herein) shall be in accordance with the law of the Republic of South Africa whose courts shall have exclusive jurisdiction in any dispute arising out of or in connection with this Policy.

## **5.10 Prevention of loss**

The Insured shall take all reasonable steps and precautions to prevent losses from happening and to mitigate losses once they have happened.

## **6. The Insured's Responsibilities**

6.1 the Insured must:

- a. co-operate fully with the Insurer and/or its Nominated Representative;
- b. provide the Nominated Representative with any information that they may require;

- c. give the Nominated Representative suitable instructions to allow them to perform in terms of their obligations in respect of this insurance policy

## 7. Fraudulent Claims

If indemnity is sought under this Policy by any fraudulent means:

- a. all benefits in respect of such claim shall be forfeited;
- b. the Insurer may cancel the Policy with immediate effect by giving notice in writing to the Insured's place of business or via electronic mail to the e-mail address, as stated in the Schedule.

## 8. Domicilium

Whenever this Policy provides notice to be given to the Insurer, such notice shall be given to:

Addressee: SAFIRE insurance Company Ltd.

Physical Address: Safire House, Redlands Estate, Pietermaritzburg

Postal Address: PO Box 11475, Dorpspruit, 3206

Telephone: 033 264 8500

Facsimile: 033 264 8501

# Legal Advice Service Section

## 1. Insuring Clause

1.1 The Insurer will indemnify the Insured, up to the Limit of Indemnity stated in the Schedule for Legal Expenses incurred from obtaining legal advice from a Nominated Representative under this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- i. The request for assistance is within the territorial limits;
- ii. The request for assistance is notified to the Insurer on or after the retroactive date contained in the Schedule of insurance;
- iii. The Legal Expenses shall never exceed the Limit of Indemnity stated in the Schedule of Cover

1.2 Legal advice Included in this Section will include advice in respect of:

- 1.2.1 What to do when faced with a claim;
- 1.2.2 Legal support including advice with written responses to complaints against you;
- 1.2.3 Legal support including assistance with skill verification overseas;
- 1.2.4 Assistance with CPD education.

1.3 The Insurer may at its sole discretion decide to discontinue the advice with its Nominated Representative and continue with another Nominated Representative where the first Nominated Representative is no longer available or able to provide the necessary services which are indemnified hereunder.

## 2. Limit of Liability

2.1 In terms of this section, the total liability of the Insurer:

- a. per insurance year; and/or
- b. per claim or series of claims arising from one originating cause or source and/or
- c. all Legal Expenses per period of insurance;

shall not exceed the Limit of Indemnity stated in the Schedule.

## 3. Specific Exclusions

3.1 The Insurer shall only be liable to indemnify the Insured for Legal Expenses in relation to an Event and, notwithstanding the generality

of the foregoing, it shall not be liable to indemnify the Insured in respect of:

- a. matrimonial matters
- b. employment related matters
- c. HR advice including suspension from service, sexual harassment or unlawful discrimination on the grounds of age, race, sex, sexual orientation, disability, religious belief or political opinion;
- d. criminal matters;
- e. civil rights under any non-medical related litigation; or medical related litigation which has already commenced;
- f. matters in which the Insured is not personally affected;
- g. intellectual property, secrecy and confidentiality agreements.
- h. any claims relating to a shareholding or partnership interests of the Insured
- i. any advice which Insurer has not agreed to;
- j. any claim reported to us more than 180 days after the date upon which the Insured should have reasonably be seen to known about its existence;
- k. any claims reported after the policy is either cancelled, terminated or otherwise in dispute between Insurer and Insured.

## Trauma Counselling Service Section

### 1. Insuring Clause

- 1.1 The Insurer will indemnify the Insured for the Trauma Counselling Fees incurred for obtaining counselling from a Nominated Representative under this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:
- i. The request for trauma counselling is notified to the Insurers in writing during the period of insurance;
  - ii. The request for trauma counselling falls within the territorial limits of this policy;
  - iii. The request for trauma counselling is notified to the Insurer on or after the retroactive date contained in the Schedule of insurance;
  - iv. the trauma counselling pertains to an actual or threatened claim in terms of an Event;
- 1.2 The Insurer may at its sole discretion decide to discontinue the trauma counselling with its Nominated Representative and continue with another Nominated Representative where the first Nominated Representative is no longer available or able to provide the necessary services which are indemnified hereunder.

### 2. Limit of Liability

In terms of this section, the total liability of the Insurer per insurance year shall not exceed the number of trauma sessions listed in the Schedule of insurance.

### 3. Specific Exclusions

- 3.1 The Insurer shall only be liable to indemnify the Insured for Trauma Counselling Fees in relation to an Event and, notwithstanding the generality of the foregoing, it not be liable to indemnify the Insured in respect of Trauma Counselling Services required as a result of:
- a. Personal assault;
  - b. Marriage counselling;
  - c. Domestic relationship counselling;
  - d. Grievance counselling involving work colleagues related advice;
  - e. Group therapy;
  - f. psychological trauma not induced by actual or alleged claims faced whilst working in State;
  - g. any counselling which Insurer has not agreed to;
  - h. any claim reported to us more than 180 days after the date upon which the Insured should have reasonably be seen to known about its existence;
  - i. any claims reported after the policy is either cancelled, terminated or otherwise in dispute between Insurer and Insured.