Medical Protection | Dental Protection

Republic of South Africa and / or Namibia membership for students

Statement of benefits

Company Medical Protection / Dental Protection
Product Occurrence-based medical / dental malpractice indemnity

The Medical Protection Society Limited ("MPS") is a company limited by guarantee registered in England with company number 00036142 and with its principal place of business at Victoria House, 2 Victoria Place, Leeds LS11 5AE. MPS is not an insurance company. All the benefits of membership of MPS are discretionary as set out in the Memorandum and Articles of Association. MPS®, Dental Protection® and Medical Protection® are registered trademarks. For information on MPS's use of your personal data and your rights, please see our Privacy Notice on the website.

This document contains a summary of the key features and limitations of occurrence-based discretionary undergraduate student membership with Medical / Dental Protection. Your membership documents will detail the benefits available to you, and you should check these for any endorsements that change the scope of protection provided.

Why do I need indemnity?

Universities and public hospitals may have institutional indemnity arrangements that respond to claims arising from clinical training under supervision. These are not a substitute for personal professional indemnity and may not cover you if you are named personally or face complaints, inquests or criminal investigations through the Health Professions Council of South Africa (HPCSA) and Health Professions Council of Namibia (HPCNA).

There is no statutory requirement for students to hold personal indemnity, but regulators advise having continuous appropriate protection in place. Membership of a medical / dental defence organisation can provide helpful wraparound support for medicolegal / dentolegal issues that fall outside of the scope of these institutional indemnity arrangements, such as claims arising from Good Samaritan acts.

Once you qualify, the HPCSA / HPCNA advise practitioners to maintain appropriate indemnity / insurance arrangements that cover the full scope of practice without gaps. In addition, many employers, private hospitals and funders require proof of adequate protection as a condition of employment, admitting rights or network participation. This is to ensure patients will be adequately compensated if they suffer harm due to clinical negligence when seeking legal recourse. In turn, medical / dental indemnity or insurance protects you as a registered professional against civil claims, regulatory (HPCSA / HPCNA) matters, inquests and related legal support arising from your clinical work.

In addition to having claims indemnity in place, you should also consider additional protection that provides the following:

- Personal regulatory protection.
- Medicolegal / Dentolegal support and advice.

What does Medical / Dental Protection offer?

Medical / Dental Protection offers discretionary indemnity and not insurance. Medical / Dental Protection student membership provides you with occurrence-based indemnity for medicolegal / dentolegal incidents arising from your clinical practice.

Occurrence-based indemnity means you can ask for advice and support with a claim and other matters relating to your clinical practice that arise during your membership, regardless of when the claim is notified or whether you are still a member.

This membership type is only available to medical / dental students and not individual registered healthcare / dental practitioners or dental auxiliaries. For the full range of membership types we offer, please refer to the relevant Statement of Benefits available online or on request.

What does 'discretionary' indemnity mean for you?

We are dedicated to treating members fairly and placing them at the heart of everything we do.

All the benefits of membership are discretionary, as set out in our Memorandum and Articles of Association (available on request and at medicalprotection.org/southafrica or dentalprotection.org/southafrica). Among these benefits is the right to ask for assistance with a range of medicolegal / dentolegal issues. As a mutual society we are owned by our members, so our starting point is always to see how we can help.

When determining whether or not to provide a member with assistance, or the scope of any assistance that can be offered, we ensure that the circumstances of the member's case are considered on an individual basis by appropriately qualified advisers, who are trained in medicolegal / dentolegal matters. These advisers will exercise their good judgment, on the basis of their experience and knowledge of modern practice, and in line with our established procedures to ensure due process is followed, to decide whether or not we should assist in each particular circumstance. We will never exercise our discretion in an arbitrary or irrational way.

What does Medical / Dental Protection indemnity provide?

As a student, you won't be expected to treat patients or make independent decisions about patient care however, problems can arise at any time during your course, Elective or clinical placement. Having appropriate indemnity in place with a defence organisation means you can request medicolegal / dentolegal advice and representation should you need it.

Membership benefits that apply to you are summarised below:

Indemnity for clinical negligence arising from:

- ✓ Good Samaritan acts (worldwide)
- ✓ Student Elective (worldwide)
- ✓ Voluntary, humanitarian or charity work (on request)

Representation for:

- ✓ Criminal investigations arising from clinical practice
- ✓ Coroners' inquests

Support with:

- ✓ Medicolegal / Dentolegal advice (emergency helpline available 24/7)
- ✓ Product Liability claims brought under section 61 of the Consumer Protection Act (CPA) alleging that a product supplied caused bodily injury
- ✓ Complaints handling
- ✓ Unwanted media attention
- ✓ Access to confidential mental health crisis support

What is not indemnified?

We carefully consider each request for assistance on a discretionary basis, but there are some circumstances in which we are unlikely to help. The following list, while not exhaustive, are some examples of matters that we would be unlikely to assist with:

- × Circumstances or claims arising from any malpractice incident, negligent act, error, omission, breach or loss that occurred before the membership start date.
- × Assistance with claims relating to clinical work indemnified by the University / Hospital / GP surgeries / Outreach setting as part of the course.
- × Matters related to deliberate, reckless or criminal acts.
- × Matters relating to personal conduct (for example, plagiarism, failure to comply with course requirements, criminal matters arising outside the clinical setting).
- × Assistance with research for academic projects.
- × Claims or vicarious liabilities that fall under the provisions of institutional indemnity arrangements or equivalent.
- × Assistance with criminal investigations or proceedings arising from non-professional practice for example, drink-driving offences, possession of drugs or assault.
- × Assistance with allegations of fraud.
- × Payment of fines or financial penalties.
- × Claims brought outside the country of membership (unless they arise from Good Samaritan acts and Electives which are protected worldwide or work elsewhere that has been declared and agreed by us).

- Matters arising from intentionally performing, supporting or encouraging female genital mutilation / female circumcision.
- Matters arising from the use of fully autonomous* Artificial Intelligence (AI) systems, tools or robotics.
- Matters arising from use of robotics where the clinician, robotic device and patient are not co-located.
- Matters that fall outside of healthcare indemnity, such as claims relating to property, including its damage or destruction or claims arising from cyber-attacks and / or cybersecurity breaches.
- Claims arising from your vicarious liability.
- Matters of commercial interest such as partnership, employment or agency disputes (whether contractual or otherwise), or compensation claims.
- Claims arising from Data Protection / Privacy or Equality / Anti-discrimination laws including the Republic of South Africa's Protection of Personal Information Act, 2013 (POPIA), Namibia's Data Protection Bill (if and when enacted), and claims based on equality or discrimination (including under the Republic of South Africa's Promotion of Equality and Prevention of Unfair Discrimination Act (PEPUDA) or Namibia's Constitution, Article 10). We may use our discretion to assist where the claim arises from a clinical consultation or treatment.
- Product Liability claims where the product is prohibited, unregistered or used outside the scope of clinical care.
- Matters arising from any work undertaken outside of student training.
- Other matters which may not be in the wider interests of our members, for example, damages awarded in a claim for defamation against you or personal costs arising from:
  - your attendance at court, hearings or meetings with us about a case; and
  - a failure to meet an academic standard; and
  - application for provisional HPCSA / HPCNA registration (beyond generic advice).

**Fully autonomous means that a clinician does not maintain oversight or final decision-making authority. AI must support but not replace clinical professional judgement.*

Are there any financial limitations to my membership?

There are no financial limits on occurrence-based indemnity provided to individual medical / dental undergraduates and no excesses apply. When we agree to take on a case, we can take care of all your legal costs as well as any payments for damages or costs ordered against you or agreed in the settlement of the claim.

Where am I indemnified?

Republic of South Africa and Namibia Medical / Dental Protection membership is available to medical / dental students practising in Republic of South Africa and / or Namibia. It also provides protection for Good Samaritan acts worldwide and Elective protection worldwide.

What are my responsibilities as a student member?

All the benefits of membership are discretionary and subject to you complying with the Memorandum and Articles of Association. You must:

- Take reasonable steps to prevent accident or injury.
- Provide true, accurate and complete information when taking out, renewing or making changes to your membership to ensure that the protection provided is appropriate for the work you undertake.
- Let us (if you applied directly) or the South Africa Medical Association (SAMA) or the South Africa Dental Association (SADA) know as soon as reasonably possible if your contact details change.
- Notify us (if you applied directly) or the SAMA / SADA if your graduation date changes.

In the event of a case, complaint or claim you must:

- Notify us at the earliest opportunity of any matter where assistance may be required or that may lead to a claim.
- Comply with our reasonable requirements for case management (for example, attending conferences or meetings to provide information).
- Be honest and truthful in all dealings and behave in a reasonable manner towards our staff.
- Accept our choice of legal representation.
- Accept our advice and conduct of cases in all material matters (including case strategy and settlement).
- Co-operate fully with us and our representatives.
- Provide full and accurate information relevant to the case without delay and act in good faith at all times.
- Not admit legal liability for a claim or settle a claim without our agreement. This does not restrict you from complying with your professional obligations relating to open disclosure and being transparent in the event of an adverse incident, or from providing an appropriate apology.

Any failure to disclose full and accurate details could result in us rejecting requests for assistance, declining or withdrawal of membership benefits and / or the cancellation or non-renewal of your membership.

When and how do I pay?

Student membership is offered by Medical / Dental Protection at no charge.

When does my membership start and end?

Your membership starts on the date shown on your certificate of membership. We will send you notice when your membership is approaching renewal. During your membership, you should let us (if you applied directly) or the SAMA / SADA know of any changes to the information we hold about you.

How do I cancel my membership?

- Medical / Dental Protection membership is on an annual basis (unless stated otherwise).
- You may cancel your membership at any time, by giving at least two months' prior notice to us (if you applied directly), or to the SAMA / SADA by phone or in writing (email or post).