

Dear BASA Members



TIMEOUS NOTIFICATION OF ALL INCIDENTS/CIRCUMSTANCES WHICH COULD LEAD TO A CLAIM AGAINST YOU

During the changeover of insurers many of you have notified us of HPCSA complaints and potential claims. Unfortunately, there have been a few who did not notify us at the time that they received the HPCSA complaint or at the time that the incident occurred. Some of the notifications that we are receiving now should have been made months or even years ago.

We cannot stress enough that you need to notify us in writing, **as soon as you become aware** of any of the following (regardless of how trivial or ridiculous the allegations made against you may be):

1. Any incident or circumstance which could lead to a claim or HPCSA complaint against you for negligence or unprofessional conduct;
2. Any complaint against you or your practice/locums/employees that you become aware of even if no formal complaint has been received;
3. Any complaint against you lodged with the HPCSA. You should **never** attempt to respond to the HPCSA complaint yourself. If you do so and your response is not accepted by the HPCSA, it is likely that underwriters will not entertain your request for assistance with legal defence at an inquiry, because you have already compromised your defence by writing your own response and you have also breached the policy condition of timeous notification of any potential claim or complaint against you.
4. Any formal complaint, summons, letter of demand, letter from attorneys requesting copies of your records, letters from a medical aid making



allegations against you.

Many members seem to think that they only need to notify us if there is a formal claim against them or if they have received a letter or other legal process from attorneys.

This is not the case. Your policy conditions require timeous notification of all incidents/circumstances which could lead to a potential claim against you. If a claim arises out of a circumstance that you knew about months or even years ago, which you failed to notify us of, underwriters will likely reject that claim on the basis of non-timeous disclosure.

It is also vitally important that you never make any admissions or offer to write off any accounts or enter into any other kind of 'settlement negotiations' with any patient who has threatened to sue you or lay a complaint against you. Doing either of these things can void your cover.

Please contact me if you are ever unsure about whether you need to report something.

Kind regards

Kristy Carr