Veterinary Defence Association

SOUTH AFRICA

Reg.1992/0024/7708 NPC

41 Ferox Drive
Glenvista
Johannesburg
2091

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eMail : info@vetdefenceco.com

APPLICATION FOR MEMBERSHIP

[PLEASE USE BLOCK LETTERS]

First Names: _____ **Last Name:** _____

Preferred Name: _____ **ID Number:** _____

Phone (H): _____ **Phone (W):** _____

Cellphone: _____ **Fax:** _____

Email: _____

Address: _____

_____

Postal address (if different): _____

Year of graduation: _____ **Qualification:** _____

University: _____ **SAVC Number:** _____

Practice name or locum: _____

Entity name (if different): _____ **Entity type: (Pty/CC/Sole)** _____

Have you had any claims against you in the past, or are there any circumstances that may give rise to a claim? ***(if yes, please provide details on page 2)*** Yes/No

Professional Activity: This and the other information contained in this application constitutes a material disclosure by the member and forms a fundamental part of the contract between the member and the VDA. Failure to make a correct disclosure may lead to repudiation of cover.

Type of animals treated:		Small Animal:	%	Large Animal:	%	Equine:	%
Other (pleas specify):	%	Avian:	%	Wildlife:	%	Exotic:	%

Professional Indemnity Insurance Options

Benefit	**Tier 1**	**Tier 2**	**Tier 3**
Annual Liability Limit (Per Member)	R1,000,000	R1,000,000	R2,500,000
Limit Per Animal	R50,000	Unlimited	Unlimited

Member Selection

☐ **Tier 1** - R 905.18 per month (VAT Inclusive)	☐ **Tier 1** - R 9 821.47 Annually (VAT Inclusive)
☐ **Tier 2** - R 1 043.18 per month (VAT Inclusive)	☐ **Tier 2** - R 11 477.47 Annually (VAT Inclusive)
☐ **Tier 3** - R 1 085.18 per month (VAT Inclusive)	☐ **Tier 3** - R 11 981.47 Annually (VAT Inclusive)

Practice Description
Please provide a short description of the products and services supplied by the veterinarian applying for membership. Full disclosure of all the material risks is required and forms part of the contract between the member and the VDA and its insurers. Non-disclosure of a material risk may lead to repudiation of cover. Cover may be refused for a form of practice not disclosed here. *(Please attach a separate page with further details if necessary)*

Total number of staff members and names of VDA members *(Please complete a separate application for membership for each member in your practice)*	
Total number of staff at the practice:	
1.	6.
2.	7.
3.	8.
4.	9.
5.	10.

Statement of Claims & Incidents *(Please attach a separate page with further details if necessary)*		
Date	**Details**	**Outcome**

Non-disclosure of all prior Claims and Complaints may lead to reduction or loss of your professional cover

I, the undersigned, hereby apply for VDA membership and agree to the following terms and conditions, as amended:

1. The VDA material that will be supplied to me during the period of my membership is strictly copyrighted and I agree not to copy or disseminate this material in any manner for any purpose outside of my practice or to non-VDA members. I agree to destroy or delete all of this material upon termination of my VDA membership.
2. I understand that it is recommended that I should remain a VDA member for the duration of my career as a practising veterinarian and that I should continue run-off protection.
3. I understand that resignation takes place by submitting a completed VDA Resignation Form (obtainable on application) and that I will be required to provide two months' notice to the VDA of my intention to retire as a member.
4. In the event of a dispute with the VDA, and their directors, consultants, staff, agents or representatives ('the organisation'), I agree to use the organisation's alternate dispute resolution procedures. I hereby absolve the organisation from all actions arising, directly or indirectly, from my membership.
5. I understand that membership and cover is provided subject to the terms of the Certificate of Membership and the articles of association of the VDA, the Bulletins (especially Bulletin 22) and all Notices and Memoranda of Membership and the terms and Notes contained in this application form.

6. I understand that the VDA communicates with its members only by e-mail and on its website at www.vda-southafrica.org and that the onus is on me to receive, read, implement and abide by the contents thereof, and to notify the VDA of any changes to my e-mail address and other contact details. I will receive communications at the following *personal and private* e-mail address:

_____ @ _____

I, the undersigned, wish to benefit from the VDA Professional Indemnity policy at no additional cost and I agree to abide by the following terms and conditions:

7. The VDA Professional Indemnity policy pays civil claims and costs for proven negligence and costs for the defence of SAVC disciplinary proceedings in terms of the category of cover selected above and payments are made at the sole discretion of the directors. Penalties and fines are not included.
8. The VDA does not provide general liability insurance cover for members through its insurance partners and it is recommended that members take public and general liability to be included in their short term insurance policies.
9. I will contact the VDA and will follow the VDA's advice and guidance whenever I am faced with an event, occurrence, adverse treatment outcome, owner grievance or dispute in my practice.
10. I understand that, due to the difficulty experienced by VDA Consultants in making contact with its busy member practitioners, the onus will also be on me to continue the contact with the VDA Consultant as my matter or case progresses.
11. I will follow the protocols, guidance and advice of the VDA and will abide by the requirements contained in the VDA Bulletins, the VDA newsletter and I agree to abide by the VDA's Claims Prevention Program and Claims Management Program.
12. I will use the approved VDA Informed Consent to Treatment Forms in accordance with VDA Bulletin 3. I accept that I will be obliged to produce a duly signed VDA-approved consent form which includes the required clauses verbatim in order to be eligible for cover from the VDA's Professional Indemnity policy.
13. I will use the VDA certificates or a certificate that I have submitted to the VDA and has been approved by the VDA, in accordance with VDA Bulletins 4, 5 and 6.
14. I will only issue reports that have been approved by the VDA.
15. I will regularly refer to my online VDA File and information in MyVDA at www.vda-southafrica.org and, if I am the principal of a multi-person practice, I will conduct a refresher course on this information at least once every six months with my staff and will review the contents with any new veterinarian or staff member that joins my practice.
16. I will notify the VDA immediately of any event, occurrence, adverse treatment outcome, owner grievance or dispute in my practice and claim or complaint arising against me or my practice and I will not communicate with the claimant, plaintiff or complainant or his or her legal representatives or anyone related to the claimant or plaintiff without the VDA's knowledge and written consent.
17. I will do nothing that can be construed as colluding with the client/claimant/plaintiff and will do nothing to damage or circumvent the settlement or defence of the matter.
18. I undertake to supply all information and documents requested and/ or relevant to the matter and to provide my full co-operation at all times.

_____ _____

Applicant's Signature **Date**

VDA MEMBERSHIP FEES PAYMENT OPTIONS

- Annually: by direct deposit, or electronic transfer into the VDA account, details of which may be obtained by e-mailing us at info@vetdefenceco.com or by calling our offices at the contact details above. *(Please e-mail your proof of payment, along with your signed application form to info@vetdefenceco.com)*.
- Monthly: By Electronic Fund Transfer System (EFTS). The EFTS is managed by the VDA in conjunction with Standard Bank (SA) LTD.

For monthly payments (EFTS), I hereby authorise the VDA to withdraw the above amount(s) *on or about* the 1st day of each month in advance, from my current/savings/transmission account via the electronic fund transfer debit order system.

A/C Name: ..... A/C Number: ..... Branch code number: ……

at…….. Bank: ..... Branch. *(Bank charges are included).*

_____ _____

Bank Account Holder's Signature **Date**

(Please e-mail your proof of payment, along with your signed application form to info@vetdefenceco.com).

NOTES:

1. **Monthly Instalment:** VDA membership is ongoing and is payable annually in advance. However, as a service to our members, we allow the annual payment to be paid in 12 equal instalments. If you choose this option, please tick the relevant box on page 2 for the cover (including VAT) you have selected. Your banking details will be placed on the VDA EFTS schedule which is downloaded to Standard Bank on or about the 23rd of each month. The debit transaction will appear on your bank statement identified as M339 on or about the 1st of each month.
2. **Annual Payment:** This is the annual membership fee (including VAT) for members who wish to pay annually in advance and receive a discount of approximately 5%. If you choose to pay annually, please tick the relevant box on page 1 for the cover you have selected. If joining in any month other than the 1st June, please pro-rate 1st annual payment to the 31st May; e.g. Standard Membership from 1st October would be R 6 547.60 (R 9 821.47 /12 x 8 months). Those who elect to pay annually will be invoiced in advance prior to the new policy year (1st June).
3. **Changes in membership details:** The VDA cannot be held liable for any changes in membership details if these are not timeously brought to the VDA's attention in writing. The VDA is not liable to refund membership fees to practices that pay for members and do not timeously notify the VDA when a member leaves the practice.
4. **Exclusion of high value animals:** Professional protection for individual animals valued at over R50 000.00 each and groups of animals (herds, flocks, etc.) even though the individual animal value may be less than R50 000.00 is excluded. This exclusion applies to breeding, stud, racing, show, show-jumping, prized, bloodstock, commercial production animals, wildlife, or veterinarians who practice as consultants. The onus is exclusively on the member to ensure that the animal or groups of animals they treat is less than R50 000.00. Higher animal value claims made against standard membership will be automatically repudiated. The VDA takes no responsibility for ensuring the limitation of the value of animal treated.
5. **Legal entity:** If the practice is registered as a separate legal person (e.g. company, close corporation or Inc.), please notify us as this may have implications in terms of claims made against the practice.
6. **Cover:** is provided subject to the terms of the Articles of Association of the VDA, the Certificate of Membership, VDA Bulletins, particularly Bulletin 22, as well as Notices contained in the VDA news articles and on the VDA website at www.vda-southafrica.org. Confirmed acceptance (in writing) of this proposal by the VDA provides membership and

indemnity against claims for breach of professional duty of up to the limit selected. In addition, membership provides you with all the additional benefits as listed on page 6 of this form.

7. **Notification:** All events, occurrences, adverse treatment outcomes, owner grievances or disputes in your practice must be notified to the VDA at the time they occur and the advice and guidance provided by the VDA must be followed. Cover will be provided only for members who are paid up members in good standing at the time of an event, occurrence, adverse treatment outcome, owner grievance or dispute in your practice and who remain members at least until the end of the financial year following the conclusion of the matter. It is a stipulation of cover that the approved VDA Consent to Treatment Form will be used for all risky, invasive, manipulative and/or hospitalised cases. See Bulletin 22 wording for the other exclusions and conditions.

8. **Resignation:** I agree to provide at least two months prior notice of resignation and to complete the VDA's standard resignation form at the time of resigning.

9. **Prior Claims:** No cover will be provided for claims arising prior to the commencement date, unless specifically agreed upon in writing by the VDA.

Where did you hear about the VDA?

☐ From another member ☐ On the web, via search engine ☐ Web search, using VDA web address

☐ Through the _____ veterinary organisation ☐ Other: _____

Office Use Only		
Membership No.	SA	Date received:
Referrer :		Assigned Consultant:

Congratulations on joining the VDA family!

You have become a member of an elite club of veterinarians and para veterinarians whose common interest is the protection of their members in private veterinary practice in South Africa and internationally. The VDA is a mutual non-profit professional defence association of veterinarians and para veterinarians that operates for their members, is owned and run by veterinarians and para veterinarians and is dedicated to safeguarding your interests and to protecting you and your practice from the financial and psychological stress and damage caused by disputes and litigation.

The mission of the VDA is to protect the professional integrity and reputation of its members. The VDA achieves this by providing a complete bouquet of protection and defence services to its members. This includes:

1. Immediate assistance and guidance with problems, disputes and practice management issues provided by the VDA's trained veterinary Consultants
2. Alternate Dispute Resolution with aggrieved clients.
3. Complete defence in SAVC disciplinary proceedings (veterinary licence defence), malpractice lawsuits and in any other administrative tribunal, consumer tribunal or any other legal or statutory forum.
4. Claims Prevention measures, including consent forms, model certificates and VDA Bulletins detailing protocols on best practice.
5. VDA Professional Indemnity policy, which pays civil claims and costs for proven negligence and will cover costs for the defence of SAVC license defence.
6. Representation of members' interests in legislation affecting the veterinary profession.
7. Access to a veterinarian psychology counsellor for members who experience anxiety, stress, depression, burn-out or have suicidal feelings.
8. Regular newsletters distributed via email and published on our website at www.vda-southafrica.org.