iTOO™

In association with Hollard.

iTOO Medical Malpractice

Non-Binding Renewal Quotation

Hollard.

Underwritten by The Hollard Insurance Company Limited
(Reg No. 1952/003004/06), a Licensed Non-Life Insurer and
an authorised Financial Service Provider

www.itoo.co.za

ITOO is an authorised Financial Service Provider, FSP number 47230

iTOO Medical Malpractice

Please find listed hereunder our terms for the proposed insured. These terms are subject to any pertinent underwriting information that ITOO may become aware of prior to the inception date

Policy Number	SPL/SLFG/000006716	
Type of Document	Non-Binding Renewal Quotation	
Insured	Berea Nurses Institute (Pretoria)	
Insured Vat Number	4220153235	
Company Registration Number	1995/044690/23	
Insured Business Description	Nursing agency - Recruitment of employees and medical staff for hospitals, clinics and frail care centres	
Insured Address	Po Box 31030 Wonderboompoort	
Intermediary	PJ Viljoen Financial Services Broker Code: PJVILJOEN01B FSP Number: 5308 VAT Number: 4920167956	872 16th Avenue Wonderboom South Pretoria Gauteng South Africa 0084
Insurer	The Hollard Insurance Company Limited (Reg No 1952/003004/06) *A Licensed non-life Insurer and an authorised Financial Service Provider (FAIS license No 17698)*	
Period of Insurance	From: 01 February 2026 To: 31 January 2027 (both dates inclusive)	
Type of Contract	Annual	
Payment Frequency	Annual Paid Monthly	

iTOO Medical Malpractice Non-Binding Renewal Quotation

Retroactive Date	01 January 2000 01 February 2018: R 5 000 000 Limit of Indemnity 22 October 2019: R 10 000 000 Limit of Indemnity

Sections of Coverage				
Section Name	**Limit of Indemnity**	**Basis of Limit**	**Deductible**	**Basis of Deductible**
Section A: Medical Malpractice	R 10 000 000	Aggregate	R 50 000	Each and Every Claim
Section B: Professional Indemnity	R 10 000 000	Aggregate	R 50 000	Each and Every Claim
Section C: Public Liability	R 5 000 000	Aggregate	R 50 000	Each and Every Claim
Section D: Pollution Liability	Not Applicable			
Section E: Products Liability	R 5 000 000	Aggregate	R 50 000	Each and Every Claim
Section F: Employers Liability	Not Applicable			
Annual Premium			**R 80 200.00**	

Policy Extensions				
Extension	**Limit of Indemnity**	**Basis of Limit**	**Deductible**	**Basis of Deductible**
Breach of Confidentiality	R 250 000	Aggregate	R 2 500	Each and Every Claim
Business Identity Theft	R 500 000	Aggregate	Nil	Each and Every Claim
Defamation	R 250 000	Aggregate	R 2 500	Each and Every Claim
Documents	R 250 000	Aggregate	R 2 500	Each and Every Claim
HPCSA Costs / Other Statutory Body Costs	R 250 000	Aggregate	R 2 500	Each and Every Claim
Run Off Cover	Not Applicable			
Extensions Specifically Applicable to Public Liability				
Statutory Defence Costs (Sub-limited under PL)	R 250 000	Aggregate	R 2 500	Each and Every Claim
Wrongful Arrest (Sub-limited under PL)	R 250 000	Aggregate	R 2 500	Each and Every Claim

Policy Wording	iTOO Medical Malpractice cover for Medical Professionals October 2016

Standard Policy Conditions	1. Premiums are VAT Inclusive 2. Limits are VAT Exclusive 3. Currency of Premiums and Limits are in ZAR 4. Intermediary Commission: 20.00% included in quoted premium 5. Deductibles have no VAT consequence 6. Retroactive date per inception subject to proof of previous insurance 7. Quotation valid for 30 days from date issued 8. Warranted that there are no known claims and / or circumstances which may give rise to a claim

Subjectivities / Outstanding Information	Terms are non-binding subject to receipt and review of the following: 1. Confirmation if service is provided to/on behalf of state

Territorial Limits	Worldwide excluding North America / Canada

The Privacy of Your Personal Information

In accordance with the applicable laws, we may be required to 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 provide insurance services, prevent fraud, assess claims and conduct surveys. We will treat your personal information with caution and have put reasonable security measures in place to protect it. By signing this application for insurance, you agree to the processing and sharing of your personal information.

Legal Assist Endorsement

In consideration of the premium charged and paid and notwithstanding anything to the contrary contained in the policy, it is hereby agreed and noted that as a ITOO Specialist and General Liability policy holder, we will pay on behalf of the Insured various legal services relating to the Insureds business activities. Such services are obtainable by contacting the ITOO Legal Assist line on 0861 102 033; 24 hours a day, 7 days a week.

What You Get

Each policy holder has access to the following as per policy period:

- An unlimited 24/7 facility for telephonic advice and assistance;

The following will also be made available if deemed necessary:

a) A face to face Consultation with a qualified attorney;
b) Up to three letters, matter and complexity dependent; and
c) A follow up consultation.

Exclusions

a) Any claim, circumstance or notification related matter/s that may or may not be covered under this policy;
b) Any advice on how to bring a claim under this policy;
c) Any matters pertaining to any claims repudiated by the ITOO Special Risks (Pty) Ltd;
d) Matters where the policy holders business does not have an economical or legitimate interest;
e) Any matters related to Family law;
f) Any Criminal Matters;
g) Credit Control or Debt Collection;
h) Issuing and service of a summons and/ or response;
i) Any disputes between the policy holder and ITOO; and
j) Any matter in which ITOO believes the policyholder has been dishonest or unethical.

Nothing in this endorsement shall be construed to increase the Insurer's limit of liability set forth in the declarations page of such other ITOO Policy.

HPCSA / Other Statutory Body Extension Endorsement

It is hereby noted and agreed that Health Professions Council of South Africa Costs / Other Statutory Body Costs are included for a sub-limit of R250,000.00 AGG, with an Excess of R2,500.00 EEC. (Cover excludes billing enquiries and criminal defence costs) Provided that the total liability of the Insurers is not increased beyond that which would have applied in the absence of such Extension.

Nursing Agency / Placement Agency Endorsement

1. It is a condition precedent that all placed staff are to maintain Medical Malpractice / Professional Indemnity Insurance with a minimum limit of Indemnity of R 5 000 000 at all relevant times.

2. The Insured must ensure all reasonable steps are maintained in checking the validity of the information provided by Nurses. This process shall be carried out before engagement and at 6 (six) monthly intervals thereafter.

3. It is hereby noted and agreed that:

a. Cover is subject to the Insured having carried out all background checks including criminal checks as well as validation of all qualifications and references and required registration with regulatory bodies.

b. Contractual Liability is excluded except where the Insured would have been found liable in the absence of such contract.

c. The Insured undertakes to ensure that written enquiries are made as to whether or not their placed staff are aware of any complaints/incidents that could give rise to a claim / any claims made against them and will advise Insurers accordingly in the event of a potential circumstance/ claim.

d. Care workers, where allowed can give medication reminders and can further assist the patient with taking blister packed / prescribed medication in accordance with instructions on the packaging provided. The care worker in doing so must keep full records thereof, including but not limited to time, date, and amount of medication given.

e. Regardless of anything stated to the contrary in the Policy, it is hereby agreed and confirmed that no cover whatsoever is afforded in terms of this Policy or any existing or subsequent extensions or endorsements to the following individuals/entities:

I. Any Medical Practitioners / Specialists
II. Any Locums that to be placed must fall within one of the categories listed in the business description.
III. Any Contractors or Sub-Contractors (whether independent or otherwise)
IV. Any temporary contract labour, self-employed persons, labour-only sub-contractors,

however, the policy only responds to temporarily contract labour, self-employed persons, labour-only sub contractors as per placed staff declared after their own policy has responded. If claim exceeds R5 000 000 cover would be provided subject to the specific deductible as stated below.

Specific Deductible

The applicable deductible is hereby amended as follows:

a. Whereby a claim is brought against placed staff a deductible of R 5,000,000 will apply for that individual, each and every claim

b. Whereby a claim is brought against the Insured Company (vicarious liability) in respect of the conduct of placed staff the deductible applies as noted in the schedule.

c. Notwithstanding anything to the contrary in the Policy, in the event a Claim is made against the placed staff and the Insured Company, both deductibles as per a. and b. above will apply separately but one limit of indemnity.

All other claims to be as per deductible stated in the schedule

Specific Exclusion

It is hereby understood and agreed that:

1. The insurer shall not be liable to make any payment for loss in connection with any claim made against the insured arising out of, based upon or attributable to any placements undertaken for or on behalf of any Government/state owned institution/entity.

2. The insurer shall not be liable to make any payment for loss, in connection with any claim made against the insured arising out of, based upon or attributable to any services undertaken or emanating from maternity /midwifery services birthing / obstetrics.

   For the purposes of the policy, the definition of birthing /maternity/obstetric includes any claim which relates directly or indirectly to the medical care in relation to pregnancy (prenatal care), childbirth or the care of the mother after the birth (postnatal care), together with any treatment which is incidental to or as a consequence of such treatment.

3. The insurer shall not be liable to make any payment for loss in connection with any claim made against the insured arising out of, based upon or attributable to any non-Medical placements or any placements outside the borders of South Africa.

Absolute Cyber Loss Exclusion

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.

3. 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.
4. **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.

5. **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

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.

HIV / AIDS (replaces 10.13 in the wording)

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 is deemed to be non-invasive.
IV. Wrongful Act in relation to dispensing risks.
V. 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 specimens stored temporarily.

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 indemnity 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

We trust you find the above in order. Should you have any additional requests and/or questions, please contact ITOO

Signed by Alice Chigwada on behalf of the Insurer on 02 February 2026