



17 June 2026

Dear Members

PROFESSIONAL INDEMNITY/MALPRACTICE RENEWAL QUOTATION – SAASWIPP AND ALL PAID UP MEMBERS

We are pleased to advise that we have managed to once again secure our Professional Indemnity, Medical Malpractice Practitioners facility with ITOO Special Risks (Pty) Ltd on behalf of Hollard Insurance Company.

In respect of the medical malpractice/professional indemnity cover, we have managed to contain premium increase which compares favourably with other major indemnity providers, however the increase of allegations being brought against practitioners has resulted in a substantial increase in costs in assisting practitioners in drafting responses and representation to Council complaints, however we have committed to maintain our competitive edge which remains significantly lower than that of other indemnity providers.

ITOO Special Risks (Pty) Ltd, in association with Hollard Insurance Company, specializes in niche underwriting and has a great deal of expertise and experience in the Professional Indemnity and Medical Malpractice fields. **The Hollard Insurance Company Limited** is a truly South African Company since 1980.

Your malpractice/professional indemnity policy falls due for renewal on the **1st day of July 2026** and cover automatically ceases at midnight the day before.

We set out below your renewal terms as follows:-

Period of Insurance : 1 July 2026 to 30 June 2027
Retroactive Date : As per the annexure of paid-up members

ITOO Special Risks (Pty) Ltd in association with Hollard Insurers		
Limit of Indemnity	Deductible/ Excess	Annual Premium Inc VAT
R2.5 million in the aggregate plus 1 reinstatement	Nil (each and every claim)	R1, 870

Extensions/Clauses included in the cover:

- Council Hearings
- Criminal Defense Costs
- Liability Following Employee Dishonesty
- Defamation
- Breach of Confidentiality
- Products Liability & Defective Workmanship (Legal Defence Costs)
- Public Liability

Excess

We are pleased to advise that the standard excess is Nil for each member.

- Excess definition can be found on page 3 below

Council Endorsement

A R5,000 excess each and every claim applicable in respect of SACSSP/ Other Statutory Body Council, Adverse Findings. This will not apply to accepted explanations from the council and cautionary warnings that have been imposed by the regulatory body. The excess is only payable upon finalisation of finding.

Aon South Africa (Pty) Ltd

The Place, 1 Sandton Drive, Sandhurst, Sandton, South Africa | P O Box 78367, Sandton, 2146

Share Call: **0860 100 404** | International: +27 11 944 7000 | www.aon.co.za

Registration Number 1978/004501/07 | VAT Number 4320101498 | Authorised Financial Services Provider Licence 20555

Executive Directors: N Mgoqi, N Bruwer, Z Dintwa

Non-Executive Directors: V Mahlangu, MM Mhlarhi (née Maponya), Dr N Mabuya

Company Secretary: T Prozzi

The above quote is subject to:-

1. A Common renewal date July of each year
2. No Pro rata premium for those joining during the course of the renewal period
3. Completion of a No Material & Claim Declaration (NMNCD) form for existing members
4. Completion of an application form for new members joining
5. **All completed forms and payment to be sent to SAASWIPP**
6. It is a condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body / Association in terms of legislation as applicable.
7. Jurisdiction SA

Notes on Renewal

We provide herewith general notes on the various covers listed above. These notes are merely a brief summary and do not in any way replace the formal policy documentation. On receipt the policy wording in conjunction with the Schedules should be perused carefully to ensure the requirements of your practice are catered for.

1. Combined Single Limit of Indemnity
2. Limits of indemnity/excess quotes are **exclusive** of VAT.
3. Includes 1 reinstatement
4. In respect of commission we earn 20%
5. The excess quoted are in respect of each and every claim.
6. Retro-active date inception subject to proof of continuous claims-made insurance on new business members
7. Premium quoted include VAT at 15% and would need to be paid on an annual basis.
8. Premium quoted includes Aon's Legal Risk Fee of R70 per annum.
9. Premiums are payable on or before the inception date or renewal date.
10. All limits of indemnity quoted, include costs and expenses, and are aggregated.
11. **Run-off cover "additional reporting period" applicable as follows:-**
 - **3 years free run-off cover** in respect of (i) Death, (ii) Retirement, (iii) Serious illness, (iv) Ceasing to practice and (v.) Cancellation on notification, subject to underwriting criteria.
 - **Additional 3 years run-off cover (i.e. total of 6 years)** in respect of (i) Death, (ii) Retirement, (iii) Serious illness, (iv) Ceasing to practice and (v.) Cancellation on notification, subject to underwriting criteria where the Insured has held uninterrupted cover with the Insurer for a minimum of thirty (36) consecutive months
 - **Additional 2-4 years run-off cover (i.e. total of 10 years)** can be purchased on application and subject to underwriting criteria in respect of (i) Death, (ii) Retirement, (iii) Serious illness and (iv) Ceasing to practice only
- For further information, please contact us.**
12. Professional Indemnity policies are annual policies and do not contain a bilateral cancellation condition.
13. Professional Indemnity policies are issued on a "**claims made basis**" – see definition below.
14. In terms of the policy you are obliged to notify Insurers of any change in the legal constitution of your company and accurate descriptive records of professional services rendered are maintained.
15. Penalties and fines will not be covered under this policy.
16. No cover for state work except if there is no assistance from state, this policy will act as a contingency cover and provide legal defence costs only in joining the state to the action.
17. No cover in respect of settlements/damages/awards made against you while working for the state
18. We strongly recommend that you read the addendum below and your policy wording once you receive it, very carefully, especially with regard to notification of potential claims and complaints, exclusions and conditions of the cover.

ADDENDUM: IMPORTANT NOTICE

NB Claims/Complaints' Procedure

It is essential that you notify us of any potential claim or complaint against you that you become aware of or suspect may be made against you **prior** to your renewal. If you do not do so, underwriters could reject any such claim/complaint which subsequently arises post – renewal, if they can prove that you would reasonably have known about such claim/complaint prior to your renewal and yet failed to disclose it. It is also important that you notify us as soon as possible of any new potential claims/complaints **after** your policy has been renewed.

We set out below some **examples** of possible "claims" which need to be reported to us as soon as you become aware of them:

1. Any notification from a patient whether **verbal** or written indicating that they are unhappy with treatment received by yourself **or** asking you to either discount or waive your fees;
2. Receipt of correspondence from attorneys requesting copies of your treatment records in respect of any of your patients;
3. Allegations of any criminal conduct in the conduct of your profession, including allegations of sexual harassment etc;
4. Complaint that is lodged against you at the Council. Please do not submit your response to the Council prior to consulting with us as you may unwittingly prejudice your defence.
5. Death of a Patient

For further complaint procedures please refer to your policy wording.

In order to facilitate a quick and effective response in dealing with any **complaints or allegations** levelled against you all such correspondence should be directed to **our Claims Department**.

- e-mail; fsgclaims@aon.co.za.

In addition, the **Legal Risk Management Services (LRMS)** offered as outlined below: -

- Advice in respect of practice management: e.g. billing, consent, practice structures, access to information, medical scheme queries etc.
- Ethical rule interpretations and advice.
- Advice in respect of legislative changes.
- Advice in respect of issues such as sexual harassment or discrimination.
- Review of consent forms.
- Review of Confidentiality Agreements.
- Review of Indemnity clauses.
- Pre-emptive advice on how to deal with potentially litigious matters.
- Management of medical records and how to deal with a request for medical records.
- Any other legal PI – Medical Malpractice issues which may arise related to your profession.

In respect with dealing with any **Legal Risk Service** matter such correspondence should be directed to our Legal risk Advisor;

- Samantha Baleson on 011 944 7719 or sam.baleson@aon.co.za.

Definitions:

- **Limit of Indemnity:** The maximum amount the Insurer will pay for one loss.
- **Reinstatements:** Increased aggregate limit of Indemnity after one loss.
- This means that you have two limits of indemnity, i.e. R2.5million per claim aggregating to R5million for the year which is subject to that each loss/claim does not exceed the limit of indemnity amount.
- **In the aggregate:** The maximum amount the Insurer will pay in any one year.
- **Excess:** This is the amount that the Insured pays towards any claim that might be paid by the Insurer. The excess is paid in respect of each and every claim and paid by the insured only on settlement of a claim and only when an award for damages is granted to the 3rd party. Costs and expenses are not included in the excess.
- **Broker Service Fee:** is a fee charge to the Insured for services rendered by Aon South Africa (Pty) Ltd relating to client consulting & advisory services, product design, product pricing and negotiations on punitive underwriting conditions.
- **Costs and Expenses:** This refers to the Insurers costs and expenses to investigate and defend any claims that might be made against the Insured.
- **Claims Made Wording:** This means that it is the policy that is in force at the time a claim is made against you that will respond to the claim and **NOT** the policy that was in force at the time the work was done. Therefore, should the policy be lapsed or not renewed there will be **NO COVER** in force to respond to any claims.
- **Free Run-off/Additional reporting period:** Allows you to report any claims that first come to your attention only after your policy has ceased - for 3-6 years and these claims' notifications will be dealt with as if you still had a policy in place subject to underwriting criteria.

We would appreciate receiving your completed renewal/proposal form for new members joining together with your proof of payment which kindly send to SAASWIPP. We trust you find the above in order however should you have any queries, please do not hesitate to contact us.

Yours sincerely



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