PROFESSIONAL INDEMNITY

FNB COMENSA Scheme Terms

2025-2026		
INSURER		
The Hollard Insurance Company Limited	FSP No.: 17698	Company Reg No.: 1952/003004/06
Address:	22 Oxford Road, Parktown, Johannesburg, 2193	
Contact Details:	011 351 5000	
UNDERWRITING MANAGER		
ITOO Special Risks (Pty) Ltd	FSP No.: 47230	Company Reg No.: 2016/281463/07
Address:	22 Oxford Road, Parktown, Johannesburg, 2193	
Contact Details:	086 100 4866	
SCHEME INFORMATION		
Broker:	First Risk & Advisory Services t/as FNB Brokers	
FSP No.:	52961	
Original Inception Date:	TBA	
Renewal Date:	TBA	
Binder Agreement:	Signed.	
Binder Functions:	Enter, Vary and Renew	
Binder Fee:	3.5%	
Binder Fee Invoices:	Monthly	
Insureds:	Various, in the parameters of the underwriting guideline.	
Commission:	20%	
System:	Aviator	
Data Submissions:	Barnowl	
Disclosure:	To be Updated	

Product Options

No.	Limit of Indemnity	Basis of Limit	Deductible	Basis of Deductible	Annual Premium
1	R1 000 000	Each & Every Claim	R5 000	Each & Every Claim	R1 800
2	R2 500 000	Each & Every Claim	R5 000	Each & Every Claim	R2 170
3	R3 000 000	Each & Every Claim	R5 000	Each & Every Claim	R2 375
4	R5 000 000	Each & Every Claim	R5 000	Each & Every Claim	R2 500

Policy Extensions

Extensions automatically included and specifically applicable to Professional Indemnity

Extensions	Limit of Indemnity	Basis of Limit	Deductible	Basis of Deductible
Defence Costs	Follows PI Limit	Any One Loss	Follows PI Excess	Each & Every Claim
Claims Preparation Costs	R 1 000 000	Aggregate	R 5 000	Each & Every Claim
Criminal & Statutory Defence Costs	Not Applicable			
Defence Costs to Appear Before a Regulatory / Statutory Body	R 1 000 000	Any One Loss	R 5 000	Each & Every Claim
Loss of Documents	R 500 000	Any One Loss	10 % of claim	Each & Every Claim
Employee Fraud / Dishonesty	Sub-limited to 50% of selected PI limit	Aggregate	Follows PI Excess	Each & Every Claim
Extended Reporting Period	Included			
36 Month Run-off Cover	Included			
Legal Assist	Included			
Cost of Fee Recovery	R 500 000	Any One Loss	R 50 000	Each & Every Claim
Defamation	R 1 000 000	Any One Loss	Follows PI Excess	Each & Every Claim
Participation in Joint Ventures	Follows PI Limit	Any One Loss	Follows PI Excess	Each & Every Claim
Sub-Consultants	Follows PI Limit	Any One Loss	Follows PI Excess	Each & Every Claim
Wrongful Arrest	Not Applicable			

Endorsements / Extensions / Exclusions

Deductible Only Applicable to Damages (GLDOATD)

Notwithstanding anything to the contrary contained in this Policy the Deductible shall mean the amount for which the Insured is responsible to pay in respect of Each & Every Claim, it being understood and agreed that it shall be deducted only in respect of that portion of Damages agreed and paid by the Insurer. For the avoidance of doubt, the Deductible shall not apply to Defence Costs.

Absolute Bodily Injury/Property Damage Exclusion:

In consideration of the Premium, the policy is amended as follows:

Exclusion:

It is hereby understood and agreed that clause 6.3 Exclusions, Bodily Injury / Property Damage is deleted in its entirety and replaced by the following:

where all or part of such Claim is directly or indirectly based on, attributable to, arising out of, resulting from or in any manner related to Bodily Injury or Property Damage.

Medical Malpractice Exclusion:

In consideration of the **Premium**, the policy is amended as follows:

Exclusion: The following Exclusion is added to the policy:

Medical Malpractice

This policy shall not cover **Loss** in connection with any **Claim** arising out of, based upon or attributable to any medical professional malpractice, including, but not limited to, the rendering or failure to render medical professional services.

Cyber Loss

This policy shall not cover Loss in connection with any Claim arising out of, based upon or attributable to any cyber loss.

1. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

a) the use or operation of any Computer System or Computer Network;

b) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;

c) access to, processing, transmission, storage or use of any Data;

d) inability to access, process, transmit, store or use any Data;

e) any threat of or any hoax relating to a. to d. above;

f) any error or omission or accident in respect of any Computer System, Computer Network or Data.

2. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

3. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

4. Data means information used, accessed, processed, transmitted or stored by a Computer System.

Infectious disease/epidemic/pandemic

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Sub-Consultant and Outsource Service Provider Endorsement

Notwithstanding anything previously contained herein, this policy is hereby amended by the deletion of clause 7.12 and it is hereby replaced with the following:

7.12 Sub-Consultant or Outsource Service Provider (applicable only where specified in the schedule)

The **Insurer** will pay on behalf of any Insured all **Damages** resulting from any **Claim** relating to the professional activities and duties necessary to carry out the **Professional Services** which have been sub-contracted or outsourced by the Insured, provided always that:

a) such activities and duties shall only be sub-contracted or outsourced to suitably qualified firms, persons or parties as required by the Qualifications and Experience conditions of this policy;

b) the **damages** arose in the course of the **professional services** as declared in the Policy Schedule, for and on behalf of the **Insured**, and the services were under the direct control and supervision of the **Insured**;

c) the **Insured** will enter into a written agreement, prior to commencement with the sub-consultant/outsource service provider which will include the requirement that the sub-consultant/ outsource service provider maintain adequate Professional Indemnity and/or relevant Insurance for the duration of their liability for the work undertaken or assigned to them;

d) the **Insured** shall at all times retain all rights of recourse against the sub-consultant/outsource service provider and will give all reasonable assistance to the Insurers in effecting such rights; and

e) where the Insurer's rights of recourse against the sub-consultant or outsource service provider are contractually limited in any way, the loss will be sub-limited to such contractual limitation, always subject to the applicable deductible.

f) the Insured shall be obligated to declare all professional services performed on their behalf, and such fees paid to sub-consultants/outsource service provider as part of the annual declaration at renewal.

Subject otherwise to all the terms, Exceptions and Conditions of the Policy.

Additional Services:

Legal Assist:

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:

a) 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) 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 Insurers limit of liability set forth in the declarations page of such other ITOO Policy.

Business Identity Theft:

In consideration of the premium and notwithstanding anything to the contrary contained in the policy, it is hereby agreed and noted that in the event that an identity theft incident occurs ITOO will indemnify the insured up to a maximum limit of R 500 000.00 towards costs to rectify the incident, utilizing ITOO Business Identity Theft support risk staff contactable on 080 SUPPORT (7877678) from Monday to Friday 08h00 to 16h30.

Identity Theft is defined as: Any incident whereby the Insured Company's identifying data has been utilized to impersonate the business in order to further an identity thief's intents.

Process

If an identity theft incident takes place, you must call the ITOO SUPPORT LINE ON 080 SUPPORT in order for a consultant to be appointed. Once a consultant is appointed, a case will need to be opened at the local police station with the assistance of the support risk staff. You will then be required to provide all necessary documentation and assistance within 30 days of contacting the Support Helpline. Identity Theft restitution cover is only available if you lodge your claim through the above process.

Exclusions

a) Expenses not approved by ITOO.
b) ITOO will not make payments directly to customers or service providers.
c) Expenses related to High Court and/or High Court of Appeal action.
d) Losses caused by the theft of pin codes, log in details, phishing scams and account numbers.
e) Losses that a customer suffers as a result of ATM or credit card fraud.
f) Consequential Losses suffered as a result of the Identity Theft.
g) Individuals; including Directors, Officers and Staff.

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

For further information please visit the Identity Theft web site: **www.identityguard.co.za**

Limits on an Each & Every claim basis; and

- Cover above is provided from inception date of this policy, should you need additional retroactive cover please apply the following to the above quoted premiums:

1 year retroactive cover – add 20%

2 years retroactive cover – add 30%

3 years retroactive cover – add 35%

- Jurisdiction: Worldwide excluding North American law
- Premiums are VAT Inclusive
- Currency of premiums and limits are in ZAR
- Limits are VAT Exclusive
- Deductibles have no VAT consequence
- Intermediary Commission: 20.00% included in quoted premium
- Quotation valid for 30 days from date issued

The Privacy of your Personal Information

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information. For a more detailed explanation, please read our official Privacy Notice on our website.

- **Processing your personal information:** We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.
- **Sharing your personal information:** We will 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 assess claims, prevent fraud and to conduct surveys.
- **Protecting your personal information:** We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access and disruption of services.
- **Receiving marketing from us:** Please contact us if you want to change your marketing preferences. Remember that even if you choose not to receive marketing from us, we will still send you communications about this product.