



In association with **Hollard.**

# General Liability

**Hollard.**

Underwritten by The Hollard Insurance Co. Ltd,  
an authorised Financial Services Provider

[www.itoo.co.za](http://www.itoo.co.za)

ITOO is an Authorised Financial Services Provider. FSP number 47230

## General Liability Policy Schedule

This schedule must be read in conjunction with the ITOO Primary General Liability Wording.

Policy Number	SPL/SLFG/000006133	
Type of Document	<b>Renewal Policy</b>	
Insured	<b>South African Model Aircraft Association</b>	
Insured Vat Number	To be provided	
Company Registration Number	To be provided	
Insured Business Description	Controlling and administering all model Aircraft Activities and Liaison with national and international Aviation bodies and where appropriate property owners and tenants , the provision of canteen, social , sports first Aid , Fire Fighting and Welfare facilities for the benefit of the Insured's staff	
Insured Postal Address	P O Box 7116, Bonaero Park, Kempton Park, Gauteng, 1622	
Intermediary	Urban Insurance Brokers (Pty) Ltd Broker Code: URBAN01B FSP Number: 21017 VAT Number: 4570214074	P O Box 95199, South Africa, 0145
Insurer	The Hollard Insurance Company Limited (Reg No 1952/003004/06) A Licensed Financial Service Provider (FAIS license No 17698)	22 Oxford Road, Parktown, Johannesburg, Gauteng, 2000  Tel: (011) 351-5000 Email: liabs@itoo.co.za
Period of Insurance	From: 01 November 2020 To : 31 October 2021 (both dates inclusive)	
Anniversary/Renewal Date	01 November 2021	
Retroactive Date(s)	27 October 2000 15 February 2021 for Member to Member And Flying Model Aircraft	
Type of Contract	Annual	
Effective Date	01 November 2020	
Payment Frequency	Once Off	
Annual Premium	R 31 653.60 (15% VAT amount of R 4 128.73 included)	
Once Off Premium	R 31 653.60 (15% VAT amount of R 4 128.73 included)	

In terms of ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. Insured amounts are inclusive of VAT at 15%. VAT Registration number: 4450117405. Deductibles have no VAT consequence and are not subject to VAT when recovered by an insurer from an insured.

## Banking Details

THIC-ITOO Special Risks - Premium Account  
Nedbank

Reference Number: SPL/SLFG/000006133

Type: Current

Account No: 1133 731619

Branch Code: 198765

Swift Code: NEDZAJJ

All Premiums and Fees are VAT Inclusive; the total payment due for this transaction includes Broker Commission of R5,275.60

## General Liability

Risk Details	
Policy Coverage Form	Claims Made
Type of Policy	Primary

Policy Details				
Section Name	Limit of Indemnity	Basis of Limit	Deductible	Basis of Deductible
Public Liability	R 20 000 000	Each and Every Event Limit	R 10 000 but R100 000 for Model Aircraft loses connectivity and third party damage or bodily injury	Each and Every Claim
Wrongful Arrest and Defamation	R 1 000 000	Each and Every Event Limit	R 0	Each and Every Claim
Statutory Legal Defence Costs	R 1 000 000	Each and Every Event Limit	R 0	Each and Every Claim
Member To Member Loss	R 1 000 000	Aggregate	10% of claim minimum R50 000.00	Each and Every Claim
Flying Model Aircraft at full size Airports	R 1 000 000	Aggregate	10% of claim minimum R50 000.00	Each and Every Claim

<b>Policy Wording</b>	Primary General Liability Wording
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<b>Standard Risk Conditions</b>	Geographical Limits - Worldwide excluding USA,DRC and Canada
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## Standard Policy Conditions

1. Premiums are VAT Inclusive
2. Limits are VAT Exclusive
3. Currency of Premiums and Limits are in ZAR
4. Deductibles have no VAT consequence
5. Intermediary Commission: 20.00% included in quoted premium

## 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 of 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.
- **Accessing your medical information:** We may ask you to undergo any necessary medical testing, blood testing and examinations. We may also ask you to send us any medical information we need to accurately assess our risk or your claims.
- **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.

## Business Identity Theft Endorsement

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

- Expenses not approved by ITOO.
- ITOO will not make payments directly to customers or service providers.
- Expenses related to High Court and/or High Court of Appeal action.
- Losses caused by the theft of pin codes, log in details, phishing scams and account numbers.
- Losses that a customer suffers as a result of ATM or credit card fraud.
- Consequential Losses suffered as a result of the Identity Theft.
- 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](http://www.identityguard.co.za)

## **Defence Costs**

The Defence Costs cover is deleted and re-stated as follows:

The Company will, subject to the Deductible, also pay:

All other costs and expenses incurred with the Company's prior written consent in respect of the investigation, defence or settlement of any Event giving rise to a claim or series of claims that may be the subject of indemnity under this Policy.

Legal representative's fees incurred with the Company's prior written consent for representation of the Insured at:

- any coroner's inquest or fatal accident inquiry in respect of any death; or
- Proceedings in any court of summary jurisdiction, arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of, or damage to, Property; which may be the subject of indemnity under this Policy.

Notwithstanding anything to the contrary in the Policy or any other Endorsement, it is understood and agreed that the defence costs, as set out above and for which the Company may agree to pay from time to time, shall not be in addition to the Limit of Indemnity stated in the Schedule. The Company's total liability to pay in accordance with the Indemnity Agreement all sums for which the Insured is legally liable to pay, claimant's costs and expenses and defence costs shall not exceed the Limit of Indemnity.

## **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:

- 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) 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.

## **Sanctions Exclusion**

Neither Hollard Insurance Company Limited (the insurer), nor any of its reinsurers shall be deemed to provide cover and no (Re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Hollard Insurance Company Limited and/or its Reinsurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **Health and Safety 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 an ITOO General Liability policy holder, we will pay on behalf of the Insured various Health and Safety advise services relating to the Insureds business activities to assist you in adhering to the Occupational Health and Safety Act, and taking your business to the highest level of compliance. Such services are obtainable by contacting the ITOO Health and Safety Hotline on 0861 SAFNET (0861 723 638) between 8am and 5pm Monday to Friday.

### **Telephonic Advice will be given on the following:**

- Health, Safety and Environmental Systems;
- OHSAS 18001 Quality Management Systems;
- Compliance with statute legal requirements;
- Hazardous environments and tasks;
- Occupational hygiene in the workplace;
- Checklist, compulsory registers, formation and election of Health and Safety representatives/ committees; and
- Health and Safety plans and policies, emergency evacuation plans, emergency procedures and environmental.

### **Exclusions**

- Any advice on how to bring a claim under this policy;
- Any claim, circumstance or notification related matter/s that may or may not be covered under this policy;
- Any matters where the policy holders business does not have an economical or legitimate interest;
- Any disputes or potential disputes between the policy holder and ITOO; and
- Any legal advice or certification.

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.

## **Absolute Exclusion - infectious disease / epidemic / pandemic**

Notwithstanding anything to the contrary within this Policy, the insurer shall not be liable to make any payment under this Policy whatsoever in connection with, arising out of, based upon or attributable to:

- i. any infectious or communicable virus, bacteria, disease;
- ii. any declared or classified epidemic or pandemic, whether such declaration or classification takes place before or after the commencement of the Policy; and/or
- iii. any mutation or variation of any such infectious or communicable virus, bacteria or disease, epidemic or pandemic.

## **Cyber Loss Absolute Exclusion Clause**

Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- the use or operation of any Computer System or Computer Network;
- the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- access to, processing, transmission, storage or use of any Data;
- inability to access, process, transmit, store or use any Data;
- any threat of or any hoax relating to 2.1 to 2.4 above;
- any error or omission or accident in respect of any Computer System, Computer Network or Data.

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.

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.

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

When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insured.

## **Airside Exception**

It is hereby declared and agreed that the following amendments are made to the Policy:

Notwithstanding anything else contained in the Policy to the contrary the Company shall not indemnify the Insured arising directly or indirectly from any actual or alleged liability whatsoever for any claim, event or loss or losses caused by, arising out of, resulting from, in consequence of, any way involving: any work and/or activities in or on an airport or aerodrome runways, maneuvering areas or aprons, control towers or those parts of airports or aerodromes to which aircraft have access, including hangers.

All damage to aircraft and aircraft related components or to the runway or any other property that could interfere with airside operations are specifically excluded.

## **Special Endorsement**

It is hereby declared and agreed that the following amendments are made to the Policy:

- a) *The policy exception 2(b) excluding aerial devices is amended as follows:*  
Any aircraft or other aerial device, hovercraft, watercraft, or off shore installation but this exception shall not apply to liability caused by:
- i) Model aircraft, or
  - ii) Hand propelled watercraft or sailing craft not exceeding 8 metres in length , or
  - iii) Watercraft not exceeding 25 metres in length, not owned by the Insured but used by the Insured for business entertainment purposes, with the exception of racing or trials; provided always that the Insured is not entitled to an indemnity under any other policy.
- b) *Bodily injury to members flying or operating or assisting in flying or operating or providing training on Model aircraft is included at the amount specified in the schedule (R1m). No cover for model aircraft/drones damage at any time.*

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



**Signed by Warwick Goldie on behalf of the Insurer on: 28 October 2020**

### **DISCLOSURE NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS**

**IMPORTANT – PLEASE READ CAREFULLY**

(This notice does not form part of the insurance contract or any other document)

#### **PARTICULARS OF UNDERWRITING MANAGER**

<b>Business Name</b>	ITOO Special Risks (Pty) Ltd
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<b>FSP Number</b>	47230
<b>Physical Address</b>	22 Oxford Road, Parktown, Johannesburg, 2193
<b>Postal Address</b>	PO Box 87419, Houghton, 2041
<b>Telephone Number</b>	+27 (11) 351 5000
<b>Fax Number</b>	+27 (11) 351 8015
<b>Email Address</b>	<a href="mailto:info@itoo.co.za">info@itoo.co.za</a>
<b>Website</b>	<a href="http://www.itoo.co.za">www.itoo.co.za</a>
<b>Compliance Officer</b>	
<b>Name of Company</b>	Associated Compliance
<b>Telephone Number</b>	011 678 2533
<b>Email Address</b>	<a href="mailto:craig@associatedcompliance.co.za">craig@associatedcompliance.co.za</a>

**ITOO IS AUTHORISED TO PROVIDE FINANCIAL SERVICES IN RESPECT OF SHORT-TERM LIABILITY, FINANCIAL CRIME, DRONE COVER**

<b>License Number</b>	47230
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**ITOO HAS THE FOLLOWING INSURANCE IN PLACE WHICH PROVIDES PROTECTION TO CLIENTS**

ITOO has Fidelity Insurance underwritten by AIG South Africa Limited and Professional Indemnity and Liability Insurance underwritten by Leppard and Associates (Pty) Ltd on behalf of Lombard Insurance Company. No IGF is in place as ITOO does not collect any premiums.

**SHOULD YOU HAVE A CLAIM AGAINST YOUR POLICY, PLEASE NOTE THE FOLLOWING:**

- (a) Procedures for the submission of claims are detailed in the policy wording.
- (b) You may contact the insurance broker's claims department for assistance.

**YOUR INSURER**

<b>Name</b>	The Hollard Insurance Company Limited
<b>FSP Number</b>	17698
<b>Physical Address</b>	22 Oxford Road, Parktown, Johannesburg, 2193
<b>Postal Address</b>	PO Box 87419, Houghton, 2041
<b>Telephone Number</b>	011 351 5000
<b>Fax Number</b>	011 351 0691
<b>Website</b>	<a href="http://www.hollard.co.za">www.hollard.co.za</a>
<b>Compliance Department</b>	011 351 5000

## COMPLAINTS

If you would like to lodge a formal complaint with ITOO, please write to:

ITOO SPECIAL RISKS Pty Ltd

Complaints Officer/Responsible Manager: Warwick Goldie

Email: [ITOOComplaints@itoo.co.za](mailto:ITOOComplaints@itoo.co.za)

Website: [www.itoo.co.za](http://www.itoo.co.za)

If you would like to lodge a formal complaint regarding your insurer or the underwriting manager, please write to:

The Hollard Insurance Company

Hollard Insure Complaints

Email: [Hollardinsurecomplaints@hollard.co.za](mailto:Hollardinsurecomplaints@hollard.co.za)

Website: [www.hollard.co.za](http://www.hollard.co.za) (click on the "Contact us" button at the top of the page)

If you get no response or you are dissatisfied with the outcome of your complaint, you may approach the FAIS Ombud or Short-term Ombudsman, details of which appear below.

THE OMBUDSMAN FOR SHORT-TERM INSURANCE		THE FAIS OMBUD	
Physical Address	1 Sturdee Avenue Cnr Bolton and Baker Roads First Floor, Block B Rosebank	Physical Address	Sussex Office Park Ground Floor – Block B 473 Lynnwood Rd Cnr. Lynnwood Rd & Sussex Ave Lynnwood, 0081
Postal Address	PO Box 32334, Braamfontein, 2017	Postal Address	PO Box 74571, Lynnwood Ridge, 0040
Telephone Number	0860 726 890/011 726 8900	Telephone Number	012 470 9080/012 762 5000
Fax Number	011 726 5501	Fax Number	012 348 3447
Email Address	<a href="mailto:info@osti.co.za">info@osti.co.za</a>	Email Address	<a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>
Website	<a href="http://www.osti.co.za">www.osti.co.za</a>	Website	<a href="http://www.faisombud.co.za">www.faisombud.co.za</a>
FINANCIAL SECTOR CONDUCT AUTHORITY			
Physical Address	41 Matroosberg Road Ashlea Gardens, Pretoria, 0002		
Postal Address	PO Box 35655, Menlo Park, 0102		
Telephone Number	0800 20 37 22		
Fax Number	(012) 346-6941		
Email Address	<a href="mailto:info@fsca.co.za">info@fsca.co.za</a>		
Website	<a href="http://www.fsca.co.za">www.fsca.co.za</a>		

## COMMISSION, BINDER AND CONFLICT OF INTEREST DISCLOSURE

Your broker receives a commission from your insurer. The levels of commission vary depending upon the product type. The exact amounts are disclosed in your policy schedule. In addition, your broker may charge you a broker/policy fee which will have to be disclosed to you by your broker.

ITOO is paid a binder fee of 18% which is calculated as a percentage on the gross written premium it places with your insurer. ITOO also shares in the profits of the underwriting scheme.

## BINDER DISCLOSURE

ITOO acts as a binder-holder for The Hollard Insurance Company Limited and has a signed binder agreement to this effect. In terms of this agreement, the binder-holder may:

1. enter into, vary and renew policies;
2. determine the premiums;
3. determine policy benefits;
4. settle all valid claims;
5. reject claims;
6. cancel policies.

## OTHER KEY CONFLICT OF INTEREST DISCLOSURES

### Relating to your ITOO:

Does ITOO have a shareholding in any insurer?	No
Does ITOO have a relationship with any insurer that provides a financial interest other than ownership?	No
Does ITOO have a relationship with any broker that provides an ownership or financial interest?	No
Does ITOO have a relationship with any distribution channel that provides an ownership, financial interest or support service?	No
The Hollard Group has an equity interest in ITOO Special Risks (Pty) LTD, the underwriting manager (UMA) and Hollard has appointed a non-executive director to the board of the UMA.	
Does ITOO have a relationship with any other person that provides an ownership or financial interest?	Yes

Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these.

**A full copy of ITOO conflict of interest management policy can be obtained from the ITOO website, [www.itoo.co.za](http://www.itoo.co.za)**

## DISCLOSURE OF PREMIUMS AND FEES

All premium obligations and fees are disclosed in your policy schedule.

## MANNER OF PAYMENT OF PREMIUM, DUE DATE AND CONSEQUENCE OF NON-PAYMENT

Please refer to your policy wording for details regarding premium payment, due dates of payment and consequences of non-payment.

## OTHER MATTERS OF IMPORTANCE

1. You must be informed of any material changes to the information provided above.
2. If the information above was given to you verbally, it must be confirmed in writing within 30 days.
3. If any complaint to the broker or insurer is not resolved to your satisfaction, you may submit a complaint to the Short-Term Insurance Ombudsman or the FAIS Ombud, depending on the nature of the complaint.
4. A polygraph or any lie-detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating the claim.
5. All material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by or on your behalf remains your own responsibility.
6. You must on request be supplied with a copy or written or printed record of any transaction requirement within a reasonable time.
7. Do not sign any blank or partially completed application form.
8. Complete all forms in ink.
9. Keep all documents handed to you.
10. Make note as to what is said to you.
11. Don't be pressurised to buy the product.
12. Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

ITOO wants to know from you if you have any information that will assist us in preventing fraudulent claims. Remember fraudulent claims costs everyone money, including you as the client, as premium increases can result from too many fraudulent claims. Should you be aware of any fraud that has or is about to take place on an ITOO claim, please report this (anonymously if you choose to) on (011) 351 5000 or via email at [warwickg@itoo.co.za](mailto:warwickg@itoo.co.za) or [Hollard@tip-offs.com](mailto:Hollard@tip-offs.com).