

## Motorsports South Africa Competitors, Participants, Marshalls, Officials and Media Policy Wording

### 1. Operative Clauses

#### **Competitors (Participants )**

If during the Period of Insurance any Insured Person (as defined as a competitor) whilst officially attending at, participating in or officially practising at an Event organised under the auspices and control of Motorsport South Africa, or any other International Body recognised by Motorsport South Africa, anywhere in the World sustains Bodily Injury which directly and independently of all other causes results, within twenty four calendar months of the Accident, in Death or Disability and within 6 calendar months for the incurring of Medical Expenses as specified in the circumstances set out in the Schedule to this Policy, the Insurer agrees to pay to the Insured on behalf of any Insured Person or his Estate the Compensation stated in the Schedule.

#### **Marshalls & Officials**

If during the Period of Insurance any Insured Person (as defined as a marshall or official) whilst officially attending at, marshalling and / or officiating at, (but including whilst travelling to and from their usual place of residence and the place of the MSA event in a direct and timeous manner), an Event organised under the auspices and control of Motorsport South Africa, or any other International Body recognised by Motorsport South Africa, anywhere in the World sustains Bodily Injury which directly and independently of all other causes results, within twenty four calendar months of the Accident, in Death, Disability or the incurring of Medical Expenses as specified in the circumstances set out in the Schedule to this Policy, the Insurer agrees to pay to the Insured on behalf of any Insured Person or his Estate the Compensation stated in the Schedule.

### 2. Definitions

For purposes of this Policy the following words and phrases shall have the meaning as assigned to them hereunder:

**Bodily Injury:** traumatic bodily injury caused by an Accident during an Event, and which, shall include bodily injury caused by starvation, thirst and exposure to the elements as a result of an Accidental occurrence.

**Accident:** a sudden, unexpected, unusual, and specific event which occurs at an identifiable time and place.

**Permanent Total Disability:** In respect of Adult Competitors older than 15 years:  
permanent total incapacity to follow usual occupation or any other occupation for which the Insured Person is suited by knowledge or training.

In respect of Juvenile, Junior Competitors and Adult Competitors who have not attained the age of 15 years:  
Bodily Injury resulting in permanent disablement which, with reference to the Schedule of Compensation, is determined where 100% compensation is payable in terms of 3.3.1; 3.3.2 (a); 3.3.3; 3.3.4 and 3.4.

<b>Emergency Expenses:</b>	<p>all expenses necessarily incurred within 6 calendar months of Bodily Injury for medical, surgical, dental, ophthalmic, artificial aids, prostheses and hospital or nursing home treatment and emergency transportation connected therewith.</p> <p>This is a primary policy of insurance and in the event that medical expenses paid by this policy are recovered from any other insurance policy or source, then, the Insurer reserves the right to seek reimbursement of its outlay.</p> <p>Further, Insurers will bear the costs of 10 physiotherapy, biokineticism, callisthenics or any similar treatment sessions per year. Should additional treatment sessions be required, the Insured Person will be required to obtain from the attending medical practitioner a written submission to this effect for submission to the Insurer.</p>
<b>Event:</b>	<p>all accidental bodily injury sustained by any or all Insured Persons directly occasioned by one specific common cause, at an event organised under the auspices and control of Motorsport South Africa or any other international body recognised by MSA and where such common cause has both a duration not exceeding 72 hours from the commencement to the completion of the event and a geographic radius not exceeding 100 kilometres.</p>
<b>Deductible:</b>	<p>the amount stated in the Schedule which must be borne by the Insured for his own account when an Accident occurs, and which amount is deemed to be inclusive of VAT.</p>
<b>Competitor:</b>	<p>all competitors who hold a current MSA international, national, regional, club and / or single event MSA license</p>
<b>Adult Competitor:</b>	<p>any insured person over the age of 14 years.</p>
<b>Juvenile Competitor:</b>	<p>any insured person over 6 years but under 14 years of age.</p>
<b>Junior Competitor:</b>	<p>any insured person under 6 years of age.</p>
<b>Marshall &amp; Official:</b>	<p>all event marshalls, officials, journalists or photographers who have been issued with an official licence by MSA and are officiating at an MSA Event on the day.</p>
<b>MSA Event</b>	<p>an event organized under the auspices and control of Motorsports South Africa, or any other international body recognised by MSA, and does not exceed a period of 72 hours from commencement to completion of the event</p>
<b>MSA Club Member:</b>	<p>A person that is a member of an MSA corporate member. An MSA Corporate member is defined in MSA's Memorandum of Operation as "Clubs and Associations".</p>
<b>MSA:</b>	<p>Motorsport South Africa</p>
<b>Insured's Representative:</b>	<p>the President of MSA's Medical Panel.</p>
<b>CMO:</b>	<p>Chief Medical Officer</p>
<b>CMC:</b>	<p>Chief Medical Co-ordinator</p>
<b>Professional Sportsperson:</b>	<p>Any person who derives their main and sole source of income by participating in motor racing events sanctioned by MSA.</p>

### 3. Schedule of Compensation

In the event of Compensation being due under more than one of the benefits referred to hereunder as a consequence of any one Accident to any one Insured Person the maximum amount payable hereunder shall not exceed 100% in total under Permanent Disability Benefits.

The following percentages shall be payable in the event of Accidental Bodily Injury resulting in:

3.1	Death	100%
3.2	Permanent Total Disability	100%
3.3	Permanent and total loss of or use of	
3.3.1	Speech	100%
3.3.2	Hearing in both years	100%
	Hearing in one ear	25%
3.3.3	Any limb by physical separation at or above the wrist or ankle of one or more limbs	100%
3.3.4	One or both eyes	100%
	Sight in one or both eyes	100%
3.3.5	Four fingers of either hand	70%
3.3.6	Thumb, either hand	
	Both phalanges	30%
	One phalanx	15%
3.3.7	Index finger, either hand	
	Three phalanges	10%
	Two phalanges	8%
	One phalanx	5%
3.3.8	Any other finger, either hand	
	Three phalanges	6%
	Two phalanges	4%
	One phalanx	2%
3.3.9	Toes	
	All on one foot	30%
	Great, both phalanges	5%
	Great, one phalanx	3%
	Other than great, if more than one toe lost each	2%
3.3.10	Metacarpals or metatarsals	
	First or second (additional)	3%
	Third, fourth or fifth (additional)	2%
3.4	Permanent Disability not specified herein	A percentage which in the opinion of the Insurer is consistent with the above insofar as possible

## 4. Extensions

### 4.1. Additional Death Benefit

If death is insured, the Insurer will in addition to the cover provided by this Policy pay an amount of R25 000 in respect of an Insured Person who has died as a result of Accidental Bodily Injury covered in terms of this Policy. This Extension does not apply to Juvenile and / or Junior Competitors.

### 4.2. Abduction, Hi-jacking, Kidnapping

If there is an unlawful seizure or wrongful exercise of control of any aircraft or conveyance (including the crew thereof) in which the Insured Person is travelling, or if the Insured Person is abducted or kidnapped, the cover in terms of this Policy shall continue in force for the duration of such an occurrence, or 12 months from the date of such occurrence, whichever is the lesser period.

If Temporary Total Disability is insured, the Insurers will regard the hi-jacking, abduction or kidnapping of an Insured Person as a claim for Temporary Total Disability, provided that

- 4.2.1. the Insurers' liability is limited to the period of abduction, hi-jacking or kidnapping or eight weeks, whichever is the lesser
- 4.2.2. no compensation shall be payable if any member of the Insured Person's immediate family is involved in the hi-jacking, abduction or kidnapping as a principal or accessory.

### 4.3. Child Care

In the event of Accidental Bodily Injury to an Adult Competitor resulting in disability, and which, in turn results in the requirement for additional regular care and attendance of the Insured Person's children, then, Insurers will pay to the Insured Person R200 per day during the period of such disability, provided that Insurers will

- 4.3.1. not be liable for the first eight days of each and every claim;
- 4.3.2. only be liable for a period not longer than 28 days in respect of each and every claim and only be liable for a maximum of R10 000 in any one period of Insurance, irrespective of the number of children the Insured Person has;
- 4.3.3. not be liable for any claim in respect of a child who has attained the age of 16 years;
- 4.3.4. only be liable if continuous treatment and attendance by a qualified registered medical practitioner is necessary for the condition rendering the Insured Person disabled;
- 4.3.5. only be liable if the child / children are permanently resident with the Insured Person as at the time of the Accident.

### 4.4. Claim Preparation Costs

This Policy extends to include costs reasonably incurred by the Insured in producing and certifying any particulars of a claim, provided that the maximum liability of the insurer shall not exceed the amount of R50 000 in respect of any one Insured Person each and every claim.

#### 4.5. Crime

If there is a valid claim for Death or Permanent Disability (where the percentage of compensation is 100), as a result of Crime, the Insurers will pay an additional 5% of the compensation payable for such Death or Permanent Total Disability, provided that:

- 4.5.1. crime, as used in this extension, shall mean any actual or attempted hijack, criminal assault, rape, murder, kidnapping, armed robbery or arson reported to the police and given a case number
- 4.5.2. the maximum liability of the insurer shall not exceed the amount R25 000 any on insured persons each and every claim

#### 4.6. Disappearance

In the event of the disappearance of an Insured Person following upon an Accident the Insurer shall, if the Insured Person is declared legally dead by Order of the Courts, pay the Death Benefit as specified in the Schedule of this Policy on the understanding that if the Insured Person shall subsequently be found to be alive the amount of such Death Benefit shall be refunded to the Insurer.

#### 4.7. Emergency Transportation / Rescue Costs

The Insurer will pay costs and expenses necessarily incurred for emergency transportation, (including air transport), and for freeing, rescuing or otherwise bringing an Insured Person to the nearest place of safety following Accidental Bodily Injury to such an Insured Person.

Should the Insured Person, the Insured Person's team members or family request transport to an alternate distant hospital for social reasons for example, ease of hospital visiting, the Insured Person or the team will be responsible for the costs of the additional ambulance transport to that which would otherwise have been incurred.

Should an Insured Person require ambulance transport from the primary treating hospital to a second hospital for more advanced treatment that is not available at the primary hospital; the costs of the ambulance transfer will be borne by the Insurer. Transfer of an injured Insured Person from the primary treating hospital to a second hospital of a similar level for social reasons however, will not be the responsibility of the Insurer.

Should the Insured Person, the Insured Person's team members or family reject the advice of the Event medical personnel with regard to the need for ambulance transport and decide to transport the injured Insured Person by private transport, the Insurer and the event medical personnel shall not, in any manner, be responsible for any complication that may occur during transport. Further, the official MSA Competitor Self Discharge form must be completed and signed by the competitor, failing which, all benefits under this Policy shall be forfeited.

In certain circumstances, the need for air transport of injured Insured Persons may be required. These circumstances include the type and severity of the injury or injuries and the distance to a definitive care hospital. In such cases the chief medical officer or co-ordinator at the event is authorised by Insurers, at their expense, to request the required air transport for the injured Insured Person but the CMO or CMC must firstly receive verbal authorisation to proceed with the air transfer from MSA's officially appointed medical doctor or, in his / her absence, his / her official deputy.

In the event that an injured Insured Person requires to be transferred from a primary hospital to a second hospital for advanced definitive care by air transport, the identical authorisation procedure must be followed.

In the event that an Insured Person suffers a life threatening injury outside of South Africa and the necessary medical care is not available in the country where the Insured Person is, the policy will pay up R100 000 for Emergency Transportation back to South Africa. Sufficient medical reports will

have to be received to show that the Insured Person had a life threatening condition and treatment for the condition was not available in the country where the injury occurred.

Failure to follow the stated authorisation procedure may result in Insurers not accepting liability for such costs incurred.

The maximum benefit payable by Insurers under this Extension is an amount up to R100 000 in respect of any one Insured Person each and every claim.

#### **4.8. Hospital Confinement**

If, during the period of insurance, an Insured Person is admitted to Hospital as an in-patient as a result of Accidental Bodily Injury, Insurers will pay the compensation shown below

##### **Compensation**

A daily Lump Sum of R2 000 for a period of hospitalisation not longer than 14 days.

##### **Specific Conditions**

Insurers will not be liable for the first 72 hours of each and every period of hospitalisation.

#### **4.9. Life Support**

The twenty-four (24) month period stated in the Operative Clause herein shall not include any period or periods where the death of an Insured Person is delayed solely by the use, for a period or periods of not less than three (3) consecutive days, of life support machinery, equipment or apparatus.

#### **4.10. Life Support Equipment**

The Insurer will, in addition, pay reasonable costs and expenses incurred as a result of Accidental Bodily Injury in respect of hire costs for life support machinery, equipment or apparatus provided that the liability of the Insurer under this Extension in respect of any one Insured Person shall be limited to R 70 000 each and every claim.

**4.11. Mobility**

When the Insurer has admitted a claim for Permanent disability, if as a direct result of that disability, the Insured Person is permanently dependent on a wheelchair for mobility, the Insurer will, in addition to any amount payable for Permanent Disability, pay for:

- 4.11.1. a self-propelled wheelchair; and/or
  - 4.11.2. the modification of the controls to the Insured Persons motor vehicle;
  - 4.11.3. and, if necessary, the fitting of wheelchair loading equipment and/or alterations to the Insured Persons residence to facilitate the use of such wheelchair.
- up to R150 000 in respect of each and every claim.

**4.12. Passive War**

This policy extends to include cover in respect of accidental death or disability of an Insured Person arising from acts of "terrorism" as defined in the Defence Act, 1957: provided that the Insurer shall not be liable to pay compensation for death or disablement arising from:

- 4.12.1. the performance by such person of obligations in terms of the Defence Act, 1957 or the South African police Services Act, 1955 at a place from which military or police actions are carried out, or
- 4.12.2. consequent upon such person's engagement in military or police actions against an enemy of the republic, combating "terrorism" as defined in the Defence Act or "operations in defence of the Republic" as defined in the Defence Act, 1957.

**4.13. Permanent Disfigurement**

Subject to the exclusion shown below, the following item is added to the Schedule of Compensation:

- 4.13.1. Permanent disfigurement to the combined surface area of the
  - 4.13.1.1. face and neck
 

100% surface area disfigurement	100%
less than 100% surface area disfigurement	The proportion of 100% which the actual surface disfigurement bears to 100% surface area disfigurement.
  - 4.13.1.2. remaining parts of the body other than the face and neck
 

100% surface area disfigurement	50%
less than 100% surface area disfigurement	The proportion of 50% which the actual surface area disfigurement bears to 100% surface area disfigurement.

The Insurer shall not pay under any sub item of this Extension unless the disfigurement exceeds 10% for the sub item under which a claim is lodged.

**4.14. Quadriplegia**

In the event of Quadriplegia following Bodily Injury, the Insurers will in addition to compensation payable under the Item Permanent Disability under the Schedule of Circumstances and Compensation pay compensation up to 20% of the Permanent Disability benefit up to a maximum of R75 000 any one insured person.

**4.15. Rehabilitation Costs**

In the event that the Insured demonstrates, to the reasonable satisfaction of the Insurer, that a gainfully employed Insured Person has suffered Permanent Disability (provided that the Permanent Disability is applicable) such that he/she cannot continue in the occupation in which he/she was employed at the time of the Accident but may be retrained by the Insured, or by any registered training centre, the Insurer will contribute 80% (Eighty per cent) of such retraining costs, provided that the maximum amount payable under this Extension by Insurers shall not exceed an amount of R25 000 in respect of each and every claim.



#### 4.16. Repatriation

Should an Insured Person suffer serious Accidental Bodily Injury or die as a result of Accidental Bodily Injury sustained at an Event the Insurer will, in addition to the payment of any other benefit as set forth in the Schedule to this Policy, pay the cost of returning the body of the deceased Insured Person to an appropriate location nearest to where he or she normally resides for burial or the cost of transporting the Injured Person to his/her normal place of residence or most appropriate medical facility as may be required, subject to a maximum amount of R100 000 in respect of each and every claim. This Extension applies on a worldwide basis.

#### 4.17. Search and Rescue Costs

The Insurer will pay reasonable search and rescue costs incurred as a result of, or in order to prevent, Accidental Bodily Injury to any Insured Person provided that:

- 4.17.1. in the event of any Insured Person being found in circumstances which are unlikely to result in Accidental Bodily Injury, any amounts paid or payable by the Insurer shall be refunded to the Insurer;
- 4.17.2. the liability of the Insurer under this extension in respect of any one Insured Person shall be limited to a maximum amount of R10 000 in respect of each and every claim.

#### 4.18. Seatbelt

If there is a valid claim for Death or Permanent Disability (where the percentage of compensation is 100) (provided that Permanent Disability is applicable), as a result of an Accident involving a Private Motor Vehicle in which the Insured Person is an occupant, the Insurers will pay an additional 10% of the compensation payable for such Death or Permanent Total Disability (if applicable), provided that:

- 4.18.1. the Insured Person is wearing a properly fastened, original, factory installed seatbelt at the time of the Accident
- 4.18.2. verification of the actual use of the seat belt at the time of the Accident is included in an official report of the Accident or is certified in writing by the investigating police officer(s)
- 4.18.3. Private Motor Vehicle, as used in this extension, shall mean a self-propelled private motor car with 4 or more wheels, which is of a type both designed and required to be licensed . "Private Motor Vehicle" includes but is not limited to a sedan, station wagon or jeep-type vehicle, designed to seat not more than 9 persons, including the driver but does not include a mobile home or any motor vehicle which is used in mass or public transit.
- 4.18.4. the maximum amount payable by Insurers will be limited to a maximum amount R50 000 per insured person.

#### 4.19. Temporary Drivers

If, as a result of Accidental Bodily Injury, the Insured person is unable to drive to and from his / her normal place of employment or place of learnership and he / she is otherwise able to continue his / her usual business, occupation or learnership, the Insurer will pay the costs of employing a temporary driver provided that:

- 4.19.1. such costs will be limited to R 1 000 per week and R 10 000 per annum for each Insured Person.
- 4.19.2. this Extension will only apply if the Insured Person, prior to the Accident drove a vehicle to and from his/ her place of work or learnership.



#### 4.20. Trauma Counselling

In the event of an Insured person being subjected to an act of Violence at an event organised under the auspices and control of Motorsport South Africa, or any other International Body recognised by Motorsport South Africa, Insurers will reimburse such person for the counselling fees actually incurred by such a person as a result of the act of violence, provided that

4.20.1. the maximum amount payable by Insurers will be R750 per visit and R25 000 per annum for each Insured Person

4.20.2. act of violence shall mean an assault, robbery, rape or armed car hijack

4.20.3. for the purpose of this Extension only, Insured person shall include immediate family members of such an Insured Person

4.20.4. the act of violence has been reported to the police and a case number obtained

4.20.5. the onus of proof of counselling fees is that of the Insured Person.

## 5. Provisos

It is declared and agreed that

- 5.1. The Insurer shall not be liable to pay for Death or Disability resulting from an Accident or series of Accidents arising from one cause in respect of any one Insured Person more than the compensation payable for Death or Permanent Disability (whichever is the higher) plus any compensation payable for Temporary Total Disability or Medical Expenses.
- 5.2. the compensation specified for Temporary Total Disability in respect of each and every claim shall not be payable for more than the number of weeks stated in the Schedule of Circumstances and Compensation and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible.
- 5.3. Where amounts recoverable from the Insurer are delayed pending finalisation of any claim, payments on account can be made to the Insured, at the Insurer's discretion on receipt by the Insurer of certification by a medical doctor appointed by the Insurer.
- 5.4. Upon payment of a claim under Items 3.1 to 3.3.4 this policy shall be terminated in respect of the Insured Person for whom such payment is made. This Proviso shall not apply if a payment is made under Item 3.3.2(b).
- 5.5. Notwithstanding that the sums insured, first loss amounts, indemnity limits or insured values, by whatever name such are referred to in this policy (henceforth "policy limits") are expressed on a VAT exclusive basis, and the Insurer agrees that they will indemnify the Insured for any VAT obligation the Insured may incur arising out of any claims settlement made hereunder, subject to the Insurer's maximum liability not exceeding the known Accumulation and/or Per Insured Person Limits as stated in the Schedule.
- 5.6. The Insurer shall not be liable to pay for the costs of Specialised X-ray procedures, (Radiology), under the Medical Expenses Compensation item of this Policy, which includes;
  - 5.6.1. Ultrasound examinations;
  - 5.6.2. Plain X-rays with administration of contrast;
  - 5.6.3. CT scans;
  - 5.6.4. CT scans with administration of contrast;
  - 5.6.5. MRI scans;
  - 5.6.6. MRI scans with administration of contrast;
  - 5.6.7. MRA scansunless the attending medical practitioner and the MSA Medical Representative deem such to be necessary and have officially authorised such specialised x-ray procedure/s,

- 5.7. Insurers acknowledge and accept that certain injuries sustained by an Insured Person may require hospital admission and Insurers will accept liability for such costs under the Medical Expenses Compensation item of this Policy provided that;
- 5.7.1. The MSA Medical Representative and / or any other qualified medical doctor denotes it necessary for the Insured Person to be admitted to a hospital
  - 5.7.2. Admission will be made into a general ward;
  - 5.7.3. Admission to a semi-private, private and / or ICU ward is fully motivated by the treating specialist;
  - 5.7.4. Admission to a semi-private or private ward for personal or social reasons will be split-billed.

In such cases Insurers will only be liable to pay the applicable general ward rates and the Insured Person will be responsible for the payment of the difference between the general ward and the semi-private or private ward rates.

- 5.8. The Insurer shall not be liable to pay for the costs of Emergency Expenses that are recoverable from the Competitors Medical Aid Scheme and will reimburse amounts where the Competitor has suffered a financial loss.

## 6. Exclusions

The Insurer shall not be liable to pay Compensation for Bodily Injury in respect of any Insured Person:

- 6.1. who does not hold a current MSA international, national, regional and / or club license as at the time of an Accident.
- 6.2. caused whilst taking part in an event which is not held under the auspices of Motorsport South Africa or any other International Body recognised by MSA.
- 6.3. caused whilst a Competitor is commuting to and / or from an event held under the auspices of MSA or any other International Body recognised by MSA, as well as the alighting into, or onto and / or exiting of the commuting conveyance
- 6.4. caused by suicide, or intentional self-injury or exposure to obvious risk of injury, (other than participation or practising in motor racing activities), unless conducted in an attempt to save human life.
- 6.5. caused solely by an existing medical condition, physical defect or other infirmity.
- 6.6. over 75 years of age (unless otherwise provided herein).
- 6.7. as a result of the influence of alcohol where the concentration of alcohol in the specimen of blood taken from the Insured Person exceeds the legal limit, drugs or narcotics upon an Insured Person unless administered by a medical practitioner (other than himself) or unless prescribed by and taken in accordance with the instructions of a medical practitioner (other than himself).
- 6.8. whilst participating in any riot or civil commotion or public disorder.
- 6.9. whilst participating in sport as a Professional Sportsperson.

- 6.10. for venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or Aids related complex (ARC) howsoever this syndrome has been acquired or may be named.
- 6.11. for any mental and/or nervous disorders or any like condition arising from or attributable to stress or stress-related situations, other than those caused by an Accident following an Event as defined in this Policy.

## 7. Conditions

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

This Policy will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

- 7.1. After incurring Bodily Injury for which Compensation may be payable under this Policy, the Insured Person shall, when reasonably required by the Insurer so to do, submit to medical examination and undergo any treatment specified. The Insurer shall not be liable to make any payment unless this Condition is complied with to their satisfaction.
- 7.2. This Policy may be cancelled at any time by the Insurer giving 60 days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. From date of cancellation the Insured shall be entitled to refund premium pro rata for the unexpired Period of Insurance, subject to condition 7.13 of the Policy
- 7.3. This Policy is not assignable. Compensation shall be payable only to the Insured whose receipt shall effectually discharge the Insurer.
- 7.4. This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured or an Insured Person in any particular material to this Insurance.
- 7.5. The Insured and Insured Persons shall take all reasonable precautions to prevent accidents and to comply with all statutory requirements and regulations, including the Safety at Sports and Recreational Events Act No. 2 of 2010, as amended or replaced from time to time
- 7.6. Notice must be given to the Insurer in writing within 30 working days, or as soon as practicable thereafter if the Insured Person is incapacitated from doing so, of any occurrence which may give rise to a claim under this Policy, but in any event within 180 days of such occurrence failing which the claim will prescribe.

All certificates, information and evidence required by the Insurer shall be furnished in the form prescribed and without expense to the Insurer. The Insured Person shall submit to medical examination on behalf of and at the expense of the Insurer as often as shall be required in connection with any claim.

Qualified medical advice shall be sought and followed promptly on the occurrence of any Bodily Injury and the Insurer shall not be liable for any part of any claim which in the opinion of this medical adviser, including the onsite MSA medical staff, arises from the unreasonable or wilful neglect or failure of an Insured Person to seek and remain under the care of a qualified member of the medical profession.

In the event of the Insurer disclaiming liability in respect of any claim and an action or suit not being commenced within twelve months after such disclaimer or, in the case of an arbitration taking place, within twelve months after the Arbitrator shall have made his award, all benefit under this Policy in respect of such claim shall be forfeited.

- 7.7. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the statutory provisions for the time being in force and the making of an award shall be a condition precedent to any liability for the Insurer to make any payment under this Policy.
- 7.8. If any claim under this Policy be in any respect fraudulent or intentionally exaggerated or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefit in respect of the Insured Person lodging such claim shall be forfeited.
- 7.9. If the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
- 7.10. All premiums and/or claims payable under this policy shall be paid in South African and in South African Rands only.
- 7.11. The premium/s payable under this policy shall be collected by MSA on the basis of their membership and the benefit options selected by its members, which shall be recorded in a schedule and paid over to insurers on a monthly basis.
- 7.12. It is a condition of MSA membership for all of its competitors, marshalls and officials etc., who meet the eligibility criteria to be insured under this policy.
- 7.13. The Premium under this Policy is calculated based on the estimated number of all MSA licence holders, marshalls and officials at the inception of the period of insurance, and such premium is payable to Insurers on the basis of a monthly declaration over the period of insurance.

On expiry of the period of insurance the Insured shall declare to the Insurer the actual number of all MSA licence holders, marshall and officials, and accordingly, the appropriate additional premium will be paid to Insurers by the Insured and / or the appropriate refund premium paid back to the Insured.

- 7.14. Every Insured Person who is involved in an Accident at an Event is required to consult and be attended to by the medical personnel or MSA Representative at the Event and have their names and licence numbers and/or ID Number must be entered on the official MSA Accident Report Form for the Event, immaterial of the severity of the injury, at the time of an Accident.

Insurers reserve the right to refuse a claim from an Insured Person whose name does not appear on the official Accident Report Form for the Event at which the injury is alleged to have occurred.

## **8. Memoranda**

### **8.1. Historic Events**

Notwithstanding anything contained in Exclusion 6.6 to the contrary it is hereby declared and agreed that the age limit for an Insured Person participating in Historic events, (as defined by MSA's standard definition thereof), is increased to a maximum age of 80 years.

## 8.2. One Event License Holders

Notwithstanding anything contained in Exclusion 6.1 to the contrary it is hereby declared and agreed that the definition of Insured Person/s under Categories A, B and C of this Policy is extend to include competitors who are issued with One Event licenses by MSA, subject to the following specific conditions applying to this memorandum:

- 8.2.1. A "One Event License" is deemed to be a temporary license issued to a competitor by MSA who is not the holder of a current MSA national, regional and / or club license, and which, is issued solely for the purposes of enabling the one event license holder to compete / participate in an event organised under the auspices and control of Motorsport South Africa, or any other International Body recognised by Motorsport South Africa for a specifically defined period;.
- 8.2.2. An "event" under this memorandum is deemed to be a singular event organised under the auspices of MSA, or any other International Body recognised by MSA, and which, does not exceed a maximum period of 04 (four) consecutive days in duration from commencement to completion;
- 8.2.3. A One Event License holder shall apply to MSA (on behalf of the Insurer) and also pay the appropriate premium required to MSA prior to any cover under this policy being provided and / or coming into effect;
- 8.2.4. MSA shall provide to the Insurer a schedule of all One Event License holders who have effected insurance under this policy after an event has taken place, stating thereon the name of the event, and the names of the One Event License holders who effected cover under this policy as soon as possible and also pay over the premiums collected at the event to insurers forthwith.
- 8.2.5. The compensation payable under this policy in terms of all One Event License holders shall be limited to the benefits as defined under the definitions of Insured Persons & Circumstances under Category D of the policy schedule, with the death benefit being dependent on the competitor's age at the time of the accident.

- 8.3. The Death & Permanent Disability benefit applicable to an adult competitor who holds an MSA International Licence and who has elected cover in terms of Option 2 with the alternative 3 medical expenses limit of R500 000, will be increased to R600 000 whilst participating in an International MSA event held outside the borders of the Republic of South Africa. The benefits will be increased as follows:

Death (Accident)	R375 000
Permanent Disability (Accident)	Such percentage of R750 000 as is specified for a particular disability
Medical Expenses (Accident)	R600 000

#### 8.4. Premium Rebate Clause

Subject to the renewal of this Policy for a subsequent period of twelve (12) months insurers will provide a premium rebate calculated six (6) months following the renewal on the basis of the undernoted conditions:-

- 8.4.1. the Insured shall make the necessary declaration in terms of Condition 7.13 and the appropriate premium for the period adjusted in accordance therewith;
- 8.4.2. the loss ratio will be calculated by comparing the net premium received (gross premiums less commissions) to the total Losses incurred (total amount of claims paid and estimates of claims yet to be paid, including fees and net of actual and estimated recoveries) at the time;
- 8.4.3. should the loss ratio, as calculated in 8.4.2 be greater than 64%, then, no premium rebate will be due or payable. However if the loss ratio is 64% or less, the amount of premium rebate will be calculated on the following basis:
  - (i) If the loss ratio is no greater than 40% - A 30% premium rebate will be allowed
  - (ii) If the loss ratio is greater than 40% but less than 50% -A 25% premium rebate will be allowed
  - (iii) if the loss ratio is greater than 50% but less than 64% -A 20% premium rebate will be allowed

Further, it is noted and agreed that, in the event of a premium rebate being earned under this policy in a prior period of insurance, following which this policy is renewed, such rebate will be effected by way of an off-set to the premiums required by insurers for the following period of insurance and no individual insured person shall have any direct right or claim hereon.



**8.5. Hospitalization**

Insurers will cover these expenses under the medical expense benefit subject to:-

- I. The MSA Medical Representative giving permission for the Insured person to be taken to hospital
- II. Admission being made into a general ward
- III. Admission to a semi-private, private and/or ICU ward being fully motivated by the treating medical attendant
- IV. Admission to a semi-private or private ward for personal or social, reasons being paid at the applicable general ward rates.

**8.6. Radiology**

Insurers will cover specialized X-ray procedures on the condition that the medical attendant and the MSA Medical Representative consider it necessary and these procedures will include:-

- I. Ultrasound examinations
- II. Plain X-rays with administration of contrast
- III. CT scans including those with administration of contrasts
- IV. MRI Scans including those with administration of contrasts
- V. MRA Scans