

Policy Document

Hollard Group Risk

Group Personal Accident Policy

for

Motorsport South Africa NPC

(Version 2.2)

WORKLIVEPLAY



Do what you do – we've got you covered.

Work with purpose | Live with freedom | Play with passion



Group Risk

Introducing your policy

We will pay the benefits set out in this policy for any *insured* who qualifies for the benefits on condition that:

- the *policyholder* pays the premiums set out in this policy, and
- the *policyholder* and *insured* comply with the terms and conditions of this policy.

Key words used in this policy

- 'We', 'us' and 'our' refer to The Hollard Insurance Company Limited
- 'You' and 'your' refer to the *policyholder*
- '*Policyholder*' refers to Motorsport South Africa NPC (MSA)
- '*Insured*' refers to a *competitor* and/or an *official* who meets the conditions for eligibility to be covered by this policy
- '*Competitor*' refers to an international, national, regional, club and/or *single event licence* holder and includes:
 - '*Adult competitor*' refers to a person 14 years of age or older.
 - '*Juvenile competitor*' refers to a person over the age of 6 years and under the age of 14 years.
 - '*Junior competitor*' refers to a person under the age of 6 years.
- '*Official*' refers to an events marshal, official, journalist or photographer who has been issued with an official's licence by MSA and who is present at an *MSA event*
- '*MSA event*' refers to an event organised under the auspices and control of MSA, or any other international body recognised by MSA, and does not exceed a period of 72 hours from commencement to completion of the event.
- 'He', 'him' and 'his' refer to a male or female
- '*Material information*' refers to information that affects our decision to insure the *insured* on the terms and conditions in this policy.

The plural of these words is used where appropriate.

The headings in the policy are for reference only and will not affect the meaning of the terms and conditions to which they relate.

Words which refer to natural persons will also refer to legal persons.

Words defined in this policy appear in *italics*. For ease of reference, some definitions appear in the text in boxes. These terms have the same meaning throughout the policy. The glossary at the end of the document gives the full set of definitions.

Summary of this policy

We will ensure that we:

- assess claims after receiving all the documents we ask for
- pay the benefits in terms of this policy

You must ensure that you:

- pay the premium in full and on time according to the *premium rate* set out in the policy schedule
- give us all information that materially affects our risk
- send us an electronic register of lives insured with relevant and updated information about the *insureds*.

Note: please read this policy for all conditions of your insurance with us and all responsibilities of the *parties*.

If you have any questions you can contact us during normal business hours on the numbers set out below:

Hollard Group Risk, a division of The Hollard Insurance Company Limited
PO Box 87419
Houghton
2041

Tel: +27 (11) 351-5000
Fax: +27 (11) 351-3221
Email: hgrcompliance@hollard.co.za

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A. Conditions for cover

1. Conditions for eligibility

Any person to be insured under this policy must:

- a. be a *MSA club member*, and have been issued with an international, national, regional, and/or club licence, or a *single event licence*, by MSA, if the person is a *competitor*; or
- b. have been issued with an official's licence by MSA, if the person is an *official*; and
- c. be within the age limits set out in the policy schedule;
- d. be a citizen of the Republic of South Africa or have been given the necessary permission from the South African authorities to live and work in the Republic of South Africa; and
- e. be listed on the register of lives insured **see: Section H – Your administrative responsibilities.**

It is compulsory for all *competitors* and *officials* who meet the conditions for eligibility to be insured for all the benefits under this policy.

<i>Competitor</i>	An international, national, regional, club and/or <i>single event licence</i> holder and includes: <ul style="list-style-type: none"> • '<i>Adult competitor</i>' refers to a person 14 years of age or older. • '<i>Juvenile competitor</i>' refers to a person over the age of 6 years and under the age of 14 years. • '<i>Junior competitor</i>' refers to a person under the age of 6 years.
<i>Official</i>	An events marshal, official, journalist or photographer who has been issued with an official's licence by MSA and who is present at an <i>MSA event</i> .
<i>Single event licence</i>	A temporary licence issued by MSA to enable a <i>competitor</i> to compete and/or participate in a specific <i>MSA event</i> .
<i>MSA club member</i>	A person that is a member of an MSA corporate member. An MSA corporate member is defined in MSA's Articles of Association as "Clubs and Associations".
<i>MSA event</i>	An event organised under the auspices and control of MSA, or any other international body recognised by MSA, and does not exceed a period of 72 hours from commencement to completion of the event.

2. When and where cover applies

- a. An *insured's* cover starts on his *entry date*, subject to payment of premiums.
- b. Cover under this policy applies worldwide.
- c. A *competitor* is covered whilst officially attending, participating in, or officially practising at an *MSA event*.
- d. An *official* is covered whilst officially attending, marshalling and/or officiating at an *MSA event*, including whilst travelling to and from their usual place of residence and the place of the *MSA event* in a direct and timeous manner.

<i>Insured</i>	A <i>competitor</i> and/or an <i>official</i> who meets the conditions for eligibility to be covered by this policy.
<i>Entry date</i>	The date a <i>competitor</i> and/or <i>official</i> meets the conditions for eligibility under this policy.

B. Accidental death benefit

1. Accidental death benefit

1.1 Basic benefit

If an *insured* dies because of *bodily injury* caused by an *accident*, during the period of cover and within 24 months of the date of the *accident*, we will pay the benefit as set out in the policy schedule, as a lump sum.

Conditions for the accidental death benefit

- At the time of the *accident*, the *insured* must have consulted and/or been attended to by the medical personnel at the *MSA event*.
- The *insured's* name and licence number must be entered on the official MSA Accident Report Form for the *MSA event*.

<i>Accident</i>	An unfortunate incident the <i>insured</i> could not foresee that happens unexpectedly and unintentionally at an identifiable time and place at an <i>MSA event</i> .
<i>Bodily injury</i>	All bodily injury caused as a direct result of the <i>accident</i> and includes bodily injury caused by starvation, thirst and exposure to the elements.

1.2 Early death benefit

If an *insured* dies within three months of the date the *insured* suffered an accidental disability under this policy, we will pay the accidental death benefit less any amounts paid under the accidental disability benefit.

2. Exclusions – when we will not pay the benefit

2.1 Insured's actions cause death

We will not pay an accidental death benefit claim if the *insured's* death is directly or indirectly caused by any of the following:

Criminal activity

The *insured* committing a crime.

Warlike activities

- a. Nuclear, biological and chemical warfare or sabotage.
- b. The *insured* actively taking part in:
 - any war, invasion, rebellion, revolution, uprising, riot, civil commotion, strike, labour disturbance, and the seizing of power; or
 - overthrowing or influencing any government by force or *terrorism*.

<i>Terrorism</i>	Refers to an act which involves the use of violence, threats or intimidation to disrupt, coerce or influence a government or people as set out in the Protection of Constitutional Democracy against Terrorist and Related Activities Act 33 of 2004, as amended.
<i>Labour disturbance</i>	Refers to a disturbance, including a riot, commotion or other form of public disorder in the work place which results in physical damage to property or injury or death.

Self-inflicted death

The *insured*:

- deliberately or negligently exposes himself to risks and events that led to the claim, other than participating or practising in motor racing activities, except where the *insured* attempts to save a human life;
- attempts suicide or deliberately inflicts injury on himself;
- refuses to seek and follow reasonable medical advice or treatment by any medical advisor, including the onsite medical staff;
- drives when over the legal alcohol limit;
- takes drugs or poison; or
- takes medication unless a qualified medical practitioner prescribes them.

2.2 Pre-existing conditions

We will not pay an accidental death benefit claim that was caused solely by an illness, medical condition, physical defect or disability that existed at any time before the *insured's* entry date.

3. Claims

3.1 How to claim

When you want to claim the accidental death benefit for an *insured* you must:

- a. **tell us of the accident in writing within 30 days** from the date of the *accident*; and
- b. **tell us of the death in writing within 30 days** from the date of death. We will tell you what evidence and other documents we need to process the claim; and
- c. **send us the evidence and other documents we need within three months** of telling us of the death. We typically need the following documents (but these may not be all):
 - an original signed claim form
 - an original certified copy of the *insured's* death certificate
 - an original certified copy of the *insured's* identity document
 - a copy of the completed BI-1663 report
 - a copy of the official MSA Accident Report Form
 - proof of banking details

If we ask for an original certified copy of a document we will not accept a certified copy of a previously certified copy.

- d. **send us any additional information we may ask for within three months** from the day that we ask for the information.

3.2 If the claim process is not followed

If the steps above are not followed, and/or you do not send us the information we ask for within the time periods given above, and/or the *insured's* name does not appear on the official MSA Accident Report Form, we will refuse to pay the claim and close the file.

3.3 If we do not accept the claim

If we do not accept the claim, you may ask us to review our decision **see: Section J – Dispute resolution**. We will review our decision only if you:

- send us further evidence and argument within 90 days of the date that you receive our rejection letter; and
- cover all costs of the review.

4. Payment of the benefit

Who we will pay

4.1 Beneficiary nomination

The *insured* must nominate a beneficiary to receive the accidental death benefit in the event of the death of the *insured*. It is your responsibility to record all beneficiary nominations and to tell us who the beneficiary is in the event of the death of the *insured*.

4.2 Who we will pay

We will pay the accidental death benefit as a lump sum to the beneficiary.

If the *insured* dies without nominating a beneficiary, or you do not tell us who the beneficiary is, we will pay the accidental death benefit to the *insured's* estate.

5. When cover for an insured ends

Cover for an *insured* ends when any of the following occurs:

- a *competitor* ceases to be an *MSA club member*; and/or
- the licence that was issued to an *insured* expires or is withdrawn by MSA;
- the *MSA event* for which the *insured* was issued with a licence reaches its end;
- any conditions for eligibility are no longer met;
- premiums are not paid;
- the *insured* receives total lump sum payments for the accidental disability benefit under this policy equivalent to 100% of the benefit; or
- the *insured* reaches the *maximum cover age*.

Maximum cover age

The last day of the month in which the *insured* turns the age set out in the policy schedule. The *maximum cover age* is the age at which the cover for an *insured* ends.

C. Accidental disability

1. Accidental disability

1.1 Basic benefit

If an *insured* qualifies for this benefit because of *bodily injury* caused by an *accident* during the period of cover and within 24 months of the date of the *accident*, we will pay the benefit as set out in the policy schedule, as a lump sum.

<i>Accident</i>	An unfortunate incident the <i>insured</i> could not foresee that happens unexpectedly and unintentionally at an identifiable time and place at an <i>MSA event</i> .
<i>Bodily injury</i>	All bodily injury caused as a direct result of the <i>accident</i> and includes bodily injury caused by starvation, thirst and exposure to the elements.

1.2 Conditions for the accidental disability benefit

- The *insured* must have suffered an accidental disability as set out in the policy schedule as the result of an *accident*.
- At the time of the *accident*, the *insured* must have consulted and/or been attended to by the medical personnel at the *MSA event*.
- The *insured's* name and licence number must be entered on the official MSA Accident Report Form for the *MSA event*.

1.3 Multiple accidental disability events

If an *insured* qualifies for more than one accidental disability benefit under this policy, the total accidental disability benefit payable under this policy will not exceed 100% of the sum assured as set out in the policy schedule.

1.4 Criteria to qualify for the total and permanent disability benefit

For an *insured* to qualify for the 100% total and permanent disability benefit that is included under the accidental disability benefit on the policy schedule, the *insured* must be totally and permanently unable to work or attend his *educational institution*, because of *bodily injury* caused by an *accident*.

<i>Educational institution</i>	Any tertiary educational institution recognised by the statutory authorities.
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Officials and adult competitors who are employed

The *insured* is unable to perform the material and substantial duties of:

- his own *occupation*; or
- any *occupation* for which he is or could reasonably be expected to be educated, trained and experienced, for any employer.

Officials and adult competitors who are studying

The *insured* is unable to perform the material and substantial duties required of his studies, and/or of attending his *educational institution*.

Other competitors

If the *insured* qualifies for any other 100% accidental disability benefit as set out in the policy schedule, the *insured* will be considered to be totally and permanently disabled. Other *competitors* include:

- a *juvenile competitor*,
- a *junior competitor*; and

- an *adult competitor* over the age of 14 years and under the age of 18 years.

2. Exclusions – when we will not pay the benefit

2.1 Insured’s actions cause accidental disability

We will not pay an accidental disability benefit claim if the accidental disability is directly or indirectly caused by any of the following:

Criminal activity

The *insured* committing a crime.

Warlike activities

- Nuclear, biological and chemical warfare or sabotage.
- The *insured* actively taking part in:
 - any war, invasion, rebellion, revolution, uprising, riot, civil commotion, strike, *labour disturbance*, and the seizing of power; or
 - overthrowing or influencing any government by force or *terrorism*.

<i>Terrorism</i>	Refers to an act which involves the use of violence, threats or intimidation to disrupt, coerce or influence a government or people as set out in the Protection of Constitutional Democracy against Terrorist and Related Activities Act 33 of 2004, as amended.
<i>Labour disturbance</i>	Refers to a disturbance, including a riot, commotion or other form of public disorder in the work place which results in physical damage to property or injury or death.

Self-inflicted accidental disability

The *insured*:

- deliberately or negligently exposes himself to risks and events that led to the claim, other than participating or practising in motor racing activities, except where the *insured* attempts to save a human life;
- attempts suicide or deliberately inflicts injury on himself;
- refuses to seek and follow reasonable medical advice or treatment by any medical advisor, including the onsite medical staff;
- drives when over the legal alcohol limit;
- takes drugs or poison; or
- takes medication unless a qualified medical practitioner prescribes them.

2.2 Pre-existing conditions

We will not pay an accidental disability benefit claim that was caused solely by an illness, medical condition, physical defect or disability that existed at any time before the *insured’s entry date*.

3. Claims

3.1 How to claim

When you want to claim the accidental disability benefit for an *insured* you must:

- tell us of the accident in writing within 30 days** from the date of the *accident*; and

- b. **tell us of the accidental disability in writing within 30 days** from the date of the accidental disability, or from the date the insured was last *actively at work* or actively attending his studies at his *educational institution* (if applicable). We will tell you what evidence and other documents we need to process the claim; and
- c. **send us the evidence and documents we ask for within three months** of telling us about the claim. We typically need the following documents (but these may not be all):
 - original claim forms completed and signed by the *insured* and medical attendant
 - medical reports
 - clinical evidence
 - an original certified copy of the *insured's* identity document
 - a copy of the *insured's* job description (if applicable)
 - proof of registration at the *educational institution* (if applicable)
 - a copy of the official MSA Accident Report Form
 - proof of banking details

If we ask for an original certified copy of a document we will not accept a certified copy of a previously certified copy.

- d. **send us any additional information we may ask for within three months** from the day that we ask for the information.

Once the steps above have been followed, we will assess the *insured's* medical condition and decide if we need more information or if we will accept the claim, and how much we will pay.

Actively at work

Attending to and capable of attending to the material and substantial duties of his job.

3.2 We will not pay a claim if:

- the *insured* refuses to undergo reasonable medical treatment (including surgery if specifically recommended by a registered medical practitioner) requested by us;
- the *insured* does not get proper medical care; or
- the *insured* does not follow reasonable advice given by any medical and/or non-medical expert.

3.3 If the claim process is not followed

If the steps above are not followed, and/or you do not send us the information we ask for within the time periods given above, and/or the *insured's* name does not appear on the official MSA Accident Report Form, we will refuse to pay the claim and close the file.

3.4 If we do not accept the claim

If we do not accept the claim, you may ask for a review of our decision **see: Section J - Dispute resolution**. We will review our decision only if you:

- send us further evidence and argument within 90 days of the date that you receive our rejection letter; and
- cover all costs of the review. If we change our decision because of the review, we will reimburse you for the relevant and appropriate medical expenses that led to our acceptance of the claim.

4. Payment of the benefit

4.1 Who we will pay

- a. We will pay the accidental disability benefit as a lump sum to the *insured's* parent or legal guardian if the *insured* is:
 - a *juvenile competitor*,
 - a *junior competitor*; or
 - an *adult competitor* over the age of 14 years and under the age of 18 years.
- b. We will pay the accidental disability benefit as a lump sum to the *insured* if the *insured* is:
 - an *adult competitor* over the age of 18 years; or
 - an *official*.

5. When cover for an insured ends

Cover for an *insured* ends when any of the following occurs:

- a *competitor* ceases to be an MSA club member; and/or
- the licence that was issued to an *insured* expires or is withdrawn by MSA;
- the *MSA event* for which the *insured* was issued with a licence reaches its end;
- any conditions for eligibility are no longer met;
- premiums are not paid;
- the *insured* receives total lump sum payments for the accidental disability benefit under this policy equivalent to 100% of the benefit; or
- the *insured* reaches the *maximum cover age*.

Maximum cover age

The last day of the month in which the *insured* turns the age set out in the policy schedule. The *maximum cover age* is the age at which the cover for an *insured* ends.

D. Accidental total and temporary disability benefits

1. Definition of disability

Officials who are employed

For the period from the *date of disability*, the *insured* is temporarily incapable because of *bodily injury* as a result of an *accident* of performing with reasonable continuity the material and substantial duties of his own *occupation* for any employer.

The availability of employment opportunities will not be considered when determining if an *insured* is capable of earning an income or of working for any employer.

Officials who are studying

For the period from the *date of disability*, the *insured* is temporarily incapable because of *bodily injury* as a result of an *accident* of performing with reasonable continuity the material and substantial duties required of his studies, and/or of attending his *educational institution*.

<i>Date of disability</i>	The date on which, in our opinion and based on objective medical and professional evidence, the <i>insured</i> becomes disabled.
<i>Accident</i>	An unfortunate incident the <i>insured</i> could not foresee that happens unexpectedly and unintentionally at an identifiable time and place at an <i>MSA event</i> .
<i>Bodily injury</i>	All bodily injury caused as a direct result of the <i>accident</i> and includes bodily injury caused by starvation, thirst and exposure to the elements.
<i>Educational institution</i>	Any tertiary educational institution recognised by the statutory authorities.
<i>Occupation</i>	An <i>insured's</i> regular line of work that serves as the <i>insured's</i> regular source of employment and income.

2. Accidental total and temporary disability benefit

2.1 Basic benefit

If an *insured* qualifies for the accidental total and temporary disability benefit because of *bodily injury* caused by an *accident* during the period of cover and within 24 months of the date of the *accident*, we will pay the benefit as set out in the policy schedule, monthly.

The maximum payment period applicable to this benefit is set out on the policy schedule.

Conditions for the accidental total and temporary disability benefit

- The *insured* must be an *official*. *Competitors* are not eligible for this benefit.
- The *insured* must meet the definition of disability set out in **Section D, no. 1 - Definition of disability** and the disability must be total and continuous for the whole *waiting period* **see: Section D, no. 5.2 - When we will pay**.
- At the time of the *accident*, the *insured* must have consulted and/or been attended to by the medical personnel at the *MSA event*.
- The *insured's* name and licence number must be entered on the official MSA Accident Report Form for the *MSA event*.

<i>Waiting period</i>	The number of months from qualifying for the accidental total and temporary disability benefit until we pay the benefit. This period is shown in the policy schedule.
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3. Exclusions

3.1 Insured's actions cause disability

We will not pay an accidental total and temporary disability benefit claim if the *insured's* disability is directly or indirectly caused by any of the following:

Criminal activity

The *insured* committing a crime.

Warlike activities

- a. Nuclear, biological and chemical warfare or sabotage.
- b. The *insured* actively taking part in:
 - any war, invasion, rebellion, revolution, uprising, riot, civil commotion, strike, *labour disturbance*, and the seizing of power; or
 - overthrowing or influencing any government by force or *terrorism*.

<i>Terrorism</i>	Refers to an act which involves the use of violence, threats or intimidation to disrupt, coerce or influence a government or people as set out in the Protection of Constitutional Democracy against Terrorist and Related Activities Act 33 of 2004, as amended.
<i>Labour disturbance</i>	Refers to a disturbance, including a riot, commotion or other form of public disorder in the work place which results in physical damage to property or injury or death.

Self-inflicted disability

The *insured*:

- deliberately or negligently exposes himself to risks and events that led to the claim, other than participating or practising in motor racing activities, except where the *insured* attempts to save a human life;
- attempts suicide or deliberately inflicts injury on himself;
- refuses to seek and follow reasonable medical advice or treatment by any medical advisor, including the onsite medical staff;
- drives when over the legal alcohol limit;
- takes drugs or poison; or
- takes medication unless a qualified medical practitioner prescribes them.

3.2 Pre-existing conditions

We will not pay an accidental total and temporary disability benefit claim that was caused solely by an illness, medical condition, physical defect or disability that existed at any time before the *insured's entry date*.

4. Claims

4.1 How to claim

When you want to claim the accidental total and temporary disability benefit for an *insured* you must:

- a. **tell us of the accident in writing within 30 days** from the date of the *accident*; and
- b. **tell us of the insured's condition in writing within 30 days** from the date the *insured* was last *actively at work* or actively attending his studies at his *educational*

Section D: Accidental total and temporary disability

institution. We will tell you what evidence and other documents we need to assess the *insured's* medical condition; and

- c. **send us the evidence and documents we ask for within three months** of telling us about the claim. We typically need the following documents (but these may not be all):
- original claim forms completed and signed by the *insured* and the medical attendant
 - medical reports
 - clinical evidence
 - an original certified copy of the *insured's* identity document
 - a copy of the *insured's* job description (if applicable)
 - proof of registration at the *educational institution* (if applicable)
 - a copy of the official MSA Accident Report Form
 - proof of banking details

If we ask for an original certified copy of a document we will not accept a certified copy of a previously certified copy.

- d. **send us any additional information we may ask for within three months** from the day that we ask for the information.

Once the steps above have been followed, we will assess the *insured's* medical condition and decide if we need more information or if we will accept the claim, and how much we will pay.

Actively at work

Attending to and capable of attending to the material and substantial duties of his job.

4.2 We will not pay a claim or continue doing so if:

- the *claimant* refuses to undergo reasonable medical treatment (including surgery if specifically recommended by a registered medical practitioner) if we determine that there is a strong likelihood that this treatment will improve the *claimant's* ability to perform the duties of his own *occupation*;
- the *claimant* does not get proper medical care; or
- the *claimant* does not follow reasonable advice given by any medical and/or non-medical expert.

Claimant

An *insured* who has told us about an accidental total and temporary disability benefit claim and whose claim has been accepted by us.

4.3 We may ask for subsequent assessments

We may review the *claimant's* health or circumstances at any time. We may ask for updates on the *claimant's* medical condition after the initial claim assessment or during the payment period of a claim. You must send us the evidence and documents we ask for within three months from the date that we ask for the information. If you do not send us the information we ask for we will suspend the payment of the benefit.

Depending on our assessment, we will decide whether to continue, adjust or end the accidental total and temporary disability benefit.

If the *claimant* does not send us the information we ask for within twelve months from the day that we ask for the information, we will close the file.

4.4 If the claim process is not followed

If the steps above are not followed, and/or you do not send us the information we ask for within the time periods given above, and/or the *insured's* name does not appear on the official MSA Accident Report Form, we will refuse to pay the claim and close the file.

4.5 If we do not accept the claim

If we do not accept the claim, you may ask for a review of our decision **see: Section J - Dispute resolution**. We will review our decision only if you:

- send us further evidence and argument within 90 days of the date that you receive our rejection letter; and
- cover all costs of the review. If we change our decision because of the review, we will reimburse you for the relevant and appropriate medical expenses that led to our acceptance of the claim.

5. Payment of benefit

5.1 Who we will pay

We will pay the benefit as set out in the policy schedule directly to the *claimant* after deducting the required PAYE and our administration fees.

If the policy ends while the accidental total and temporary disability benefit is being paid then we will continue to pay the accidental total and temporary disability benefit as set out in the policy schedule.

We will consider an accidental total and temporary disability claim after the date that the policy ends, if an *insured* is disabled before the date the policy ends and provided that the claim process as set out in **Section D, no. 4 - Claims** is followed.

5.2 When we will pay

There is a *waiting period* that applies to this policy. We will start paying the accidental total and temporary disability benefit at the end of the *waiting period*.

The accidental total and temporary disability benefit does not accumulate during the *waiting period*.

Waiting period

The number of months from qualifying for the accidental total and temporary disability benefit until we pay the benefit. This period is shown in the policy schedule.

Payments monthly in arrears

We will pay the accidental total and temporary disability benefit on the last day of the month in arrears. If any benefit is due for a portion of any month, we will calculate it proportionately based on the number of days to the end of the month relative to the total number of days in that month.

5.3 How long will we pay the benefit for

We will pay the accidental total and temporary disability benefit until the earliest of these events:

- a. the *claimant* is no longer considered disabled as defined in **Section D, no. 1 - Definition of disability**;
- b. if we are reviewing the *claimant's* health and the *claimant* does not send us the information we ask for within three months, from the date that we ask for the

Section D: Accidental total and temporary disability

information, we will suspend the payment of the accidental total and temporary disability benefit. If the *claimant* does not send us the information we ask for within twelve months from the day that we ask for the information, we will close the file;

- c. the *claimant* dies;
- d. the *claimant* reaches the *maximum cover age* set out in the policy schedule;
- e. the end of the maximum payment period set out in the policy schedule;
- f. the *claimant* no longer suffers from a loss of income from his own *occupation*, due to his disability **see: Section D, no. 1 - Definition of disability**; or
- g. if the *claimant* refuses to undergo reasonable medical treatment as defined in **Section D, no. 4.2 – We will not pay a claim or continue doing so**.

6. When cover for an insured ends

Cover for an *insured* ends when any of the following occurs:

- the licence that was issued to an *insured* expires or is withdrawn by MSA;
- the *MSA event* for which the *insured* was issued with a licence reaches its end;
- any conditions for eligibility are no longer met;
- premiums are not paid;
- the *insured* reaches the *maximum cover age*.

Maximum cover age

The last day of the month in which the *insured* turns the age set out in the policy schedule. The *maximum cover age* is the age at which the cover for an *insured* ends.

E. Medical expenses benefit

1. Medical expenses benefit

1.1 Basic benefit

If an *insured* sustains *bodily injury* caused by an *accident* during the period of cover and requires medical or surgical treatment within 24 months of the *date of the accident*, we will pay for the *medical expenses* less the *excess*.

The total medical expenses benefit is subject to a maximum annual benefit as set out in the policy schedule.

<i>Accident</i>	An unfortunate incident the <i>insured</i> could not foresee that happens unexpectedly and unintentionally at an identifiable time and place at an <i>MSA event</i> .
<i>Bodily injury</i>	All bodily injury caused as a direct result of the <i>accident</i> and includes bodily injury caused by starvation, thirst and exposure to the elements.
<i>Medical expenses</i>	The necessary costs paid by the <i>insured</i> for medical treatment required because of <i>bodily injury</i> . These costs include surgical, dental, ophthalmic, artificial aids, prostheses, hospital and nursing home treatment.
<i>Excess</i>	The first amount you must pay on any medical expenses benefit claim for the same <i>bodily injury</i> , for which we are not responsible. The excess will be deducted from any claims payment. The excess amount is set out in the policy schedule.

1.2 Conditions for the medical expenses benefit

General conditions

- At the time of the *accident*, the *insured* must have consulted and/or been attended to by the medical personnel at the *MSA event*.
- The *insured's* name and licence number must be entered on the official MSA Accident Report Form for the *MSA event*.
- This is a primary policy of insurance and in the event that an *insured* is reimbursed by any other insurance policy or source for *medical expenses* already paid under this policy, we will be entitled to recover the medical expenses benefit paid by us.

Hospitalisation

We will cover *medical expenses* as a result of hospitalisation on the following conditions:

- the *MSA Medical Representative* gave permission for the *insured* to be taken to hospital;
- admission is made into a general ward;
- admission to a semi-private, private and/or ICU ward is fully motivated by the treating medical attendant; and
- admission to a semi-private or private ward for personal or social reasons will be paid at the applicable general ward rates.

<i>MSA Medical Representative</i>	The Chief Medical Officer and/or Chief Medical Co-ordinator in charge of an <i>MSA event</i> who acts under authority of the affiliated organiser and/or club.
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Radiology

We will cover *medical expenses* as a result of specialised X-ray procedures on condition that the medical attendant and the *MSA Medical Representative* considered it necessary. These procedures include:

- ultrasound examinations;
- plain X-rays with administration of contrast;
- CT scans including those with administration of contrast;
- MRI scans including those with administration of contrast; and
- MRA scans.

2. Exclusions – when we will not pay the benefit

2.1 Insured's actions cause the accident

We will not pay a medical expenses benefit claim if the *accident* is directly or indirectly caused by any of the following:

Criminal activity

The *insured* committing a crime.

Warlike activities

- a. Nuclear, biological and chemical warfare or sabotage.
- b. The *insured* actively taking part in:
 - any war, invasion, rebellion, revolution, uprising, riot, civil commotion, strike, *labour disturbance*, and the seizing of power; or
 - overthrowing or influencing any government by force or *terrorism*.

<i>Terrorism</i>	Refers to an act which involves the use of violence, threats or intimidation to disrupt, coerce or influence a government or people as set out in the Protection of Constitutional Democracy against Terrorist and Related Activities Act 33 of 2004, as amended.
<i>Labour disturbance</i>	Refers to a disturbance, including a riot, commotion or other form of public disorder in the work place which results in physical damage to property or injury or death.

Self-inflicted injury

We will not pay a medical expenses benefit claim if the *insured*:

- deliberately or negligently exposes himself to risks and events that led to the claim, other than participating or practising in motor racing activities, except where the *insured* attempts to save a human life;
- attempts suicide or deliberately inflicts injury on himself;
- refuses to seek and follow reasonable medical advice or treatment by any medical advisor, including the onsite medical staff;
- drives when over the legal alcohol limit;
- takes drugs or poison; or
- takes medication unless a qualified medical practitioner prescribes them.

2.2 Pre-existing conditions

We will not pay for *medical expenses* for a *bodily injury* that was caused solely by an illness, medical condition, physical defect or disability that existed at any time before the *insured's entry date*.

2.3 Previous bodily injury

We will not pay a medical expenses benefit claim for an *insured* who previously claimed *medical expenses* under this policy, unless the *insured* has given us a medical certificate confirming the *insured's* complete recovery from the previous *bodily injury* for which we have paid *medical expenses*.

2.4 Certain medical conditions, treatments and services

We will not pay *medical expenses* that relate to any of the following conditions and/or treatments and/or services:

- a. Cosmetic surgery or surgery directly or indirectly caused by, or related to, or in consequence of cosmetic surgery, other than as the result of an *accident*.
- b. Any procedure of a purely diagnostic nature, or any examination where there is no objective indication of impairment in normal health.
- c. Any unnecessary surgical procedure that was done purely to enable the *insured* to return to an *MSA event* earlier than the *insured* would have been able to if no surgical procedure was done.
- d. Purchase or hire of external medical appliances required as the result of an *accident*, except for crutches, braces and/or elastic stockings provided on discharge from hospital.
- e. Services by persons not registered as medical personnel with the relevant medical authorities within the country of treatment.
- f. The purchase of:
 - medicines other than take-home medication provided on discharge from hospital;
 - bandages, aids, syringes and instruments other than for in-hospital use or during an evacuation;
 - domestic and herbal remedies,
 - homeopathic remedies, or
 - vitamins, tonics and mineral supplements not prescribed in conjunction with an antibiotic.
- g. Dental, eye and ear treatments, except as a result of an *accident*.
- h. Experimental treatment, including:
 - treatment or prescribed medicines which are experimental or have not proved to be effective;
 - treatment or clinical trials which have not yet been approved in the country in which an insured is receiving treatment; or
 - prescribed medicines used for purposes other than those defined under their licence.

3. Claims

3.1 How to claim

When you want to claim the medical expenses benefit for an *insured* you must:

- a. **tell us of the *accident* in writing within 30 days** from the date of the *accident*; and

- b. **tell us of the *medical expenses* within 30 days** from the date of paying for *medical expenses*. We will tell you what evidence and other documents we need to process the claim; and
- c. **send us the evidence and documents we ask for within three months** of telling us about the claim. We typically need the following documents (but these may not be all):
 - original claim forms completed and signed by the *insured* and the medical attendant
 - medical reports and clinical evidence (if applicable)
 - an original certified copy of the *insured's* identity document
 - proof of banking details
 - proof of *medical expenses*, including the invoice and receipt
 - a copy of the official MSA Accident Report Form

If we ask for an original certified copy of a document we will not accept a certified copy of a previously certified copy.
- d. **send us any additional information we may ask for within three months** from the day that we ask for the information.

3.2 If the claim process is not followed

If the steps above are not followed, and/or you do not send us the information we ask for within the time periods given above, and/or the *insured's* name does not appear on the official MSA Accident Report Form, we will refuse to pay the claim and close the file.

3.3 If we do not accept the claim

If we do not accept the claim, you may ask for a review of our decision [see: Section J - Dispute resolution](#). We will review our decision only if you:

- send us further evidence and argument within 90 days of the date that you receive our rejection letter; and
- cover all costs of the review. If we change our decision because of the review, we will reimburse you for the relevant and appropriate medical expenses that led to our acceptance of the claim.

4. Payment of the benefit

4.1 Who we will pay

- a. We will pay the medical expenses benefit as a lump sum to the *insured's* parent or legal guardian if the *insured* is:
 - a *juvenile competitor*,
 - a *junior competitor*; or
 - an *adult competitor* over the age of 14 years and under the age of 18 years,
- b. We will pay the medical expenses benefit as a lump sum to the *insured* if the *insured* is:
 - an *adult competitor* over the age of 18 years; or
 - an *official*.
- c. The medical expenses benefit will not be paid to a service provider under any circumstances.

<i>Competitor</i>	An international, national, regional, club and/or <i>single event licence</i> holder and includes: <ul style="list-style-type: none"> • '<i>Adult competitor</i>' refers to a person 14 years of age or older. • '<i>Juvenile competitor</i>' refers to a person over the age of 6 years and under the age of 14 years. • '<i>Junior competitor</i>' refers to a person under the age of 6 years.
<i>Official</i>	An events marshal, official, journalist or photographer who has been issued with an official's licence by MSA and who is present at an <i>MSA event</i> .

5. When cover for an insured ends

Cover for an *insured* ends when any of the following occurs:

- a *competitor* ceases to be an MSA club member; and/or
- the licence that was issued to an *insured* expires or is withdrawn by MSA;
- the *MSA event* for which the *insured* was issued with a licence reaches its end;
- any conditions for eligibility are no longer met;
- premiums are not paid;
- the *insured* reaches the *maximum cover age*.

<i>Maximum cover age</i>	The last day of the month in which the <i>insured</i> turns the age set out in the policy schedule. The <i>maximum cover age</i> is the age at which the cover for an <i>insured</i> ends.
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F. Additional benefits

1. Child care

If we admitted a claim for an accidental total and permanent disability benefit or an accidental disability benefit, and the *insured's* condition results in the need for additional care and attendance of the *insured's children*, we will pay for the costs towards child care as set out on the policy schedule, and subject to the following conditions:

- a. *Children* must reside with the *insured* on a permanent basis.
- b. The *insured's* condition must require the continuous treatment and attendance by a qualified registered medical practitioner.
- c. You must give us proof of the child care costs paid by the *insured*.
- d. We will pay the benefit to the *insured* only.

Child

Will mean an unmarried, financially dependent child of the *insured*, who has not yet attained the age of 16, and will include a stepchild, a legally fostered child and an adopted child. Will also mean an unmarried, financially dependent child of the *insured* who is mentally disabled or permanently, totally physically disabled, whilst the *insured* is eligible for cover under this policy.

2. Emergency transportation and rescue

We will pay for the costs and expenses necessary for emergency transportation (including air transport), freeing of an *insured* if trapped, rescuing, or bringing the *insured* to a place of safety, as a result of *bodily injury* caused by an *accident*, subject to the following conditions:

- a. We will pay up to a maximum benefit per *insured* per claim as set out on the policy schedule.
- b. We will pay for the costs of transporting the *insured* by ambulance to the closest appropriate hospital.
- c. We will pay for the costs of transporting the *insured* from the closest appropriate hospital to another hospital for more advanced treatment that is not available at the closest appropriate hospital.
- d. If the *insured*, the *insured's* team members and/or family request transport to an alternative distant hospital for social reasons (for example ease of hospital visiting), we will not pay for the costs of transporting the *insured* between the closest appropriate hospital and the alternative distance hospital.
- e. If the *insured*, the *insured's* team members and/or family reject the advice of the medical personnel at the *MSA event* relating to the need for ambulance transport and decide to transport the *insured* using private transport, we will pay for the costs of the private transport subject to the following conditions:
 - we will not be responsible for any complications that may occur during transport; and
 - the *insured* must complete and sign the official MSA Self Discharge form.
- f. We will cover the costs of air transport subject to the following conditions:
 - circumstances such as the type and severity of the *bodily injury* and the distance to the closest appropriate hospital requires the need for air transport;
 - the *MSA Medical Representative* gave permission for the *insured* to be transported by air; and
 - we keep the right to conduct a post-claim medical assessment before we reimburse the *insured* for the transport costs.

- e. You must give us proof of the transport costs paid by the *insured*.
- f. We will pay the benefit to the *insured* only.

3. Life support equipment

We will pay for the reasonable costs and expenses to hire life support machinery, equipment or apparatus that are required as a result of *bodily injury* caused by an *accident*, subject to the following conditions.

- a. We will pay up to a maximum benefit per *insured* per claim as set out on the policy schedule.
- b. You must give us proof of costs paid by the *insured*.
- c. We will pay the benefit to the *insured* only.

4. Mobility

If we admitted a claim for an accidental disability benefit and the disability results in the need for a wheelchair and/or other appliance for mobility, we will in addition to the accidental disability benefit, pay for the costs of:

- a prosthesis;
- a wheelchair (manual or electric);
- the fitting of wheelchair loading equipment;
- alterations to the *insured's* residence to facilitate the use of such wheelchair; and/or
- the modification of the controls of the *insured's* motor vehicle.

This benefit is subject to the following conditions:

- a. We will pay up to a maximum benefit per *insured* per claim as set out in the policy schedule.
- b. You must give us proof of costs paid by the *insured*.
- c. We will pay the benefit to the *insured* only.

5. Permanent disfigurement

If we admitted a claim for an accidental disability benefit more than 10% of the basic accidental disability benefit set out in the policy schedule, and the disability results in permanent disfigurement, we will pay the permanent disfigurement benefit as set out below, in addition to the accidental disability benefit claimed for. This benefit is subject to the following conditions.

- a. The total accidental disability benefit and permanent disfigurement benefit is subject to a maximum of 100% of the basic accidental disability benefit set out in the policy schedule.
- b. We will pay the benefit to the *insured* only.

Body part	Percentage of surface area disfigurement (SA)	Permanent disfigurement benefit as a percentage of the basic accidental disability benefit (AD):
Face and neck	100%	100% x AD
	Less than 100%	the % in proportion to the % of the actual surface area disfigurement (SA): SA x AD
Any other body part	100%	50% x AD
	Less than 100%	50% in proportion to the % of the actual surface area disfigurement

		(50% x SA) x AD
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6. Rehabilitation

Rehabilitation programmes are re-skilling, re-training or medical treatment programmes we recommend as appropriate to help the *insured* become able to perform the duties of:

- his own *occupation*; or
- any *occupation* for which the *insured* has, or can reasonably be trained to have, the necessary knowledge, skills or ability to return to work.

If we admitted a claim for an accidental total and temporary disability benefit or an accidental disability benefit, we will pay towards the cost of a rehabilitation programme recommended by us, except for the costs covered by the *insured's* medical aid, subject to the following conditions:

- a. We, in consultation with our medical and/or non-medical experts, will determine whether a rehabilitation programme will be beneficial to the *insured*.
- b. We will pay for a maximum of 15 treatment sessions per year including physiotherapy, biokeneticism, calisthenics or any similar treatments.
- c. We will pay up to a maximum benefit per *insured* per claim as set out in the policy schedule.
- d. You must give us proof of costs paid by the *insured*.
- e. We will pay the benefit to the *insured* only.

7. Repatriation

If we admitted a claim for an accidental death benefit we will pay for the costs of returning the mortal remains of the deceased *insured* to an appropriate location closest to where the *insured* normally resided, subject to the following conditions:

- a. We will pay up to a maximum benefit per *insured* per claim as set out in the policy schedule.
- b. You must give us proof of costs paid by the beneficiary nominated by the *insured*.
- c. We will not pay for the funeral costs.
- d. We will pay the benefit to the beneficiary nominated by the *insured*, or to the *insured's* estate in the absence of a nominated beneficiary.

8. Search and rescue

We will pay towards the reasonable search and rescue costs as a result of, or in order to prevent *bodily injury* to an *insured* caused by an *accident*, subject to the following conditions:

- a. We will decide whether the search and rescue costs are reasonable after assessing all the circumstances relating to the *bodily injury* and the *accident*.
- b. We will pay up to a maximum benefit per *insured* per claim as set out in the policy schedule.
- c. You must give us proof of search and rescue costs paid.
- d. We will pay the benefit to the party that paid for the search and rescue effort.
- e. In the event of the *insured* being found in circumstances which are unlikely to have resulted in *bodily injury*, we will be entitled to recover any benefit paid by us.

9. Temporary drivers

If the *insured* is unable to drive to and from his normal place of employment or *educational institution* as a result of *bodily injury* caused by an *accident*, and he is otherwise able to continue his usual business, *occupation* or studies, we will pay towards the costs of employing a temporary driver, subject to the following conditions:

- a. The *insured* must give us an affidavit that he drove a vehicle to and from his normal place of employment or *educational institution* prior to sustaining *bodily injury*.
- b. We will pay up to a maximum benefit as set out in the policy schedule.
- c. You must give us proof of costs paid by the *insured*.
- d. We will pay the benefit to the *insured* only.

Educational institution

Any tertiary educational institution recognised by the statutory authorities.

10. Trauma counselling

If an *insured* is subjected to an *act of violence*, we will reimburse the *insured* for the trauma counseling fees as a result of the *act of violence* subject to the following conditions:

- a. The *act of violence* was reported to the police and a case number is given to us.
- b. An *insured* will include immediate family members of the *insured* that were also subjected to the *act of violence*.
- c. We will pay up to a maximum benefit as set out in the policy schedule.
- d. You must give us proof of the trauma counseling fees paid by the *insured*.
- e. We will pay the benefit to the *insured* only.

Act of violence

An assault, robbery, rape or armed car hijack that occurred at and during an *MSA event*.

G. Premiums

1. Your monthly premium

What you must pay

- a. You must pay the premium at the *premium rate* as set out in the policy schedule.
 - The *premium rate* is expressed as a fixed amount per *insured per period of insurance*.
 - You must pay the total premium for all *insureds* whose *entry dates* occurred during a specific month, by the last day of that month.
- b. When we calculate the premium rate that applies to your policy, we consider:
 - the risk profile of the *policyholder*; and
 - any previous claim experience.

<i>Premium rate</i>	The rate we use to calculate your premium. This is set out in the policy schedule.
<i>Period of insurance</i>	The period of insurance is equal to the duration of the licence issued to the <i>insured</i> by MSA.
<i>Entry date</i>	The date a <i>competitor</i> and/or <i>official</i> meets the conditions for eligibility under this policy.

Overdue premiums

- a. If any premium is not paid in time, we will allow a one month grace period for you to pay it.
- b. If you do not pay the outstanding premium within the grace period, cover will end on the last day of the month for which a premium was received. This policy will then automatically end, unless you agree in writing to any terms of reinstatement we may offer. We are not obliged to offer terms for reinstatement or to reinstate your policy.
- c. We will not consider any claim that arises during the grace period unless we receive the full outstanding premium before the end of the grace period.

2. Premium rate guarantee

Your *premium rate* is guaranteed for the period shown in the policy schedule.

2.1 Only applies when information is complete and correct

The *premium rate* guarantee does not apply if we have received incorrect or incomplete information that materially affects our risk.

We base our decision to insure the *insured* on the information you give to us. If any of this information is incomplete or incorrect, our decision will have been based on incomplete or incorrect information and, if we had known the complete and correct information when you applied for the policy, we may not have agreed to cover the *insured* for the amount set out in the policy schedule.

It is your responsibility to ensure that all *material information* we receive is complete and correct. We may, therefore, recalculate your *premium rate* if any *material information* is incorrect or incomplete.

We will recalculate the *premium rate* according to the correct information. The revised *premium rate* applies retrospectively to your *policy start date* or *policy review date*.

If the revised premium is more than your current premium, you must pay the difference to us immediately. We will only consider claims when all outstanding premiums are paid in full.

If the revised premium is less than your current premium, we will refund the difference to you.

Material information

Information that affects our decision to insure the *insured* on the terms and conditions in this policy.

3. When premiums may change

3.1 Yearly premium review

We will review your premium every year on the *policy review date* set out in the policy schedule. You must pay the revised premium from the effective date of the policy review.

If you do not agree with the revised *premium rate*, you may ask us to review our decision. We will review our decision only if you:

- send us a written request to review our decision within three months of the effective date of the policy review;
- continue to pay the premium at the revised *premium rate*; and
- send us an updated electronic register of lives insured.

Policy review date

The date on which we will review your *premium rate* every year. The date is set out in the policy schedule.

H. Your administrative responsibilities

1. Electronic register of lives insured

You must ensure that an up-to-date electronic register of lives insured is sent to us.

The register of lives insured must show, for each *insured*:

- full name;
- identity number;
- date of birth;
- gender;
- licence number;
- category of membership (*official* or *competitor*);
- benefit option (if a *competitor*);
- criteria (cars or bikes); and
- all other *material information*.

1.1 Information must be correct

It is your responsibility to ensure the information on the register of lives insured is correct for each *insured*.

You must send us an up-to-date electronic register of lives insured:

- on the *policy start date*; and
- every month, by the 7th of the month following the month to which the data relates.

If we do not receive the updated register of lives insured during any month, we will use the information contained in the last register of lives insured we received.

This means that we will not consider any claim for an *insured* until such time as the *insured* is listed in the register of lives insured.

I. Ending this policy

1. When this policy ends

The policy ends when:

- a. you do not pay the premiums due under this policy;
- b. the *policyholder* ceases to exist; and/or
- c. the notice period for cancelling this policy comes to an end.

2. Cancelling this policy

2.1 When we may cancel

We may cancel this policy by giving you one month's written notice.

2.2 When you may cancel

You may cancel this policy by giving us:

- immediate notice, in writing, if it is within the first month from the *policy start date*
- one month's written notice after the end of the first month from the *policy start date*.

At the end of the notice period, the policy will automatically end. If you wish to reinstate the policy, you must agree in writing to any terms of reinstatement we may offer. We are not obliged to offer terms for reinstatement or to reinstate the policy.

2.3 Premiums paid after cancellation

If you pay us any premium for any period of insurance after the date that this policy ends, we will refund the premiums to you.

Policy start date The date cover under this policy begins. The date is set out in the policy schedule.

J. Dispute resolution

If we do not accept a claim made in terms of this policy, void this policy or if you dispute the amount of the claim you may request us to review our decision. We will only review our decision if you send us a written request to review within 90 days (the "representation period") of the date that you receive our rejection letter.

You must send the written request to:

The Operational Officer, Hollard Group Risk
A division of The Hollard Insurance Company Limited
PO Box 87419
Houghton
2041

Tel: +27 (11) 351-2216
Fax: +27 (11) 351-8010
Email: hgrcompliance@hollard.co.za

Alternatively, you may contact:

The Ombudsman for Short-term Insurance
P O Box 32334
Braamfontein
2017

Tel: +27 (11) 726-8900
Fax: +27 (11) 726-5501
Email: info@osti.co.za

If the dispute is not satisfactorily resolved in this manner, you may institute legal action against us for the enforcement of the claim, by way of the service of summons against us. Summons must be served on us within 180 days of the expiry of the representation period. If this is not done, your claim against us will be forfeited and will become time barred and we will no longer be liable for the claim.

K. General conditions

1. Good faith

You and us will always act in good faith in our mutual dealings.

Any administration error made by us will not invalidate the cover validly in force or continue cover which is not validly in force.

Conditions precedent

- All benefit payments are subject to the verification of the validity of any claim.
- Our liability in terms of this policy is conditional on you, the *insured* or anyone acting on your or the *insured's* behalf, complying with all the terms, conditions and warranties of this policy.
- You and the *insureds* will take all reasonable precautions to prevent accidents and to comply with all the 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.

2. Whole contract

This policy, the policy schedule and any endorsements, as well as any forms, declarations and communication relating to this policy, make up the whole contract between you and us. We are not bound by any changes unless we have agreed to them in writing and have incorporated them into this policy by means of an endorsement and/or a policy schedule.

3. Changes to policy conditions

If any statutory authority introduces measures which affect this policy or if legislation changes, we will make the necessary changes to this policy, after notifying you about the reason for the changes.

If you consider any change to be prejudicial to you, you may end this policy, subject to the relevant provisions contained in the policy.

4. No waiver

If we agree to change the terms and conditions of this policy, the changes will not be valid unless they are made in writing and signed by us.

If we agree to change any deadlines or requirements on an ad hoc basis, it does not mean that we have agreed generally or in all cases to change the deadlines or requirements.

5. Our liability does not exceed the benefit

Our payment of any benefit is a full discharge of our obligations under this policy in respect of an admitted claim and once we have paid it, we will not be liable for anything else. Our liability does not exceed the benefit for which you have paid premiums and no interest will be payable on any benefit.

6. Fraud

We do not tolerate any misrepresentation or fraud.

We will not accept any liability under this policy because you or the *insured* (or any person acting for you or the *insured*) misrepresent/s any information about the *insured* or make/s a fraudulent claim. If we are prejudiced or suffer a loss because of misrepresentation or fraud, then we will be entitled to:

- not pay any further benefit for the *insured*;
- recover any benefit paid;

- end the policy;
- retain premiums paid; and/or
- take legal action.

7. No transfer and exercise of rights

You may not transfer (including cede, assign or dispose of) this policy or any of the benefits payable under this policy to any other person.

Only you can exercise any rights against us in terms of this policy unless the provisions of a particular benefit state otherwise.

8. Communicating with each other

The *parties* must communicate with each other in writing. The *parties* may use registered post, e-mail or fax.

For any formal notices or processes of law, the *parties* must use the addresses set out in the policy schedule, which are the addresses at which the *parties* agree to be served any notices or processes (*domicilium citandi et executandi*). The *parties* must tell each other, in writing, within seven days of any change in these addresses.

We will communicate with you or the *insured* and such communications will be treated as if we had communicated directly with you.

9. Currency

Premiums and benefits payable under this policy must be paid in South African Rands only. If a benefit is paid in respect of an *accident* that occurred during an international *MSA event*, the benefit will be converted at the exchange rate applicable at the time of payment.

10. Law

The policy shall be governed by and interpreted in accordance with South African law in the courts of the Republic of South Africa.

11. Consent to disclosure of private information

Each *insured*, by virtue of being insured under this policy, authorises us to access any information about him and to obtain any such information, which we may reasonably need to assess the validity of a claim and authorise any person and/or institution from whom we may request such access and information to grant access and provide the information.

Each *insured*, by virtue of being insured under this policy, also authorises us to share and provide any information which we obtain about him, with other insurers.

This right of access extends to claims made by any dependants or beneficiaries of the *insured* or any other party claiming benefits.

The information which we are authorised to access and obtain includes, but is not limited, to information about the *insured's* health. Any medical information required will only relate to that of the *insured* and no other person.

All information about the *insured* that we access and obtain under this clause will be treated with the greatest confidentiality, and in line with any laws that apply to the protection of personal information.

You must advise each *insured* of the contents of this clause. Unless we receive written notice to the contrary, we will assume that each *insured* has accepted the contents of this clause and we will be entitled to act accordingly.

L. Glossary of defined terms

<i>Accident</i>	An unfortunate incident the <i>insured</i> could not foresee that happens unexpectedly and unintentionally at an identifiable time and place at an <i>MSA event</i> .
<i>Act of violence</i>	An assault, robbery, rape or armed car hijack that occurred at and during an <i>MSA event</i> .
<i>Actively at work</i>	Attending to and capable of attending to the material and substantial duties of his job.
<i>Bodily injury</i>	All bodily injury caused as a direct result of the <i>accident</i> and includes bodily injury caused by starvation, thirst and exposure to the elements.
<i>Child</i>	An unmarried, financially dependent child of the <i>insured</i> , who has not yet attained the age of 16, and will include a stepchild, a legally fostered child and an adopted child. Will also mean an unmarried, financially dependent child of the <i>insured</i> who is mentally disabled or permanently, totally physically disabled, whilst the <i>insured</i> is eligible for cover under this policy.
<i>MSA Medical Representative</i>	The Chief Medical Officer and/or Chief Medical Co-ordinator in charge of an <i>MSA event</i> who acts under authority of the affiliated organiser and/or club.
<i>Claimant</i>	An <i>insured</i> who has told us about an accidental total and temporary disability benefit claim and whose claim has been accepted by us.
<i>Competitor</i>	An international, national, regional, club and/or <i>single event licence</i> holder and includes: <ul style="list-style-type: none"> • '<i>Adult competitor</i>' refers to a person 14 years of age or older. • '<i>Juvenile competitor</i>' refers to a person over the age of 6 years and under the age of 14 years. • '<i>Junior competitor</i>' refers to a person under the age of 6 years.
<i>Date of disability</i>	The date on which, in our opinion and based on objective medical and professional evidence, the <i>insured</i> becomes disabled.
<i>Educational institution</i>	Any tertiary educational institution recognised by the statutory authorities.
<i>Entry date</i>	The date a <i>competitor</i> and/or <i>official</i> meets the conditions for eligibility under this policy.
<i>Excess</i>	The first amount you must pay on any medical expenses benefit claim for the same <i>bodily injury</i> , for which we are not responsible. The excess will be deducted from any claims payment. The excess amount is set out in the policy schedule.

Section L: Glossary of defined terms

<i>Insured</i>	Means a <i>competitor</i> and/or <i>official</i> who meets the conditions for eligibility to be covered by this policy.
<i>Insurer</i>	The Hollard Insurance Company Limited (Registration No. 1952/003004/06), a company duly incorporated in accordance with the company laws of the Republic of South Africa and a licensed financial services provider (FSP nr 17698)
<i>Labour disturbance</i>	Refers to a disturbance, including a riot, commotion or other form of public disorder in the work place which results in physical damage to property or injury or death.
<i>Material information</i>	Information that affects our decision to insure the <i>insured</i> on the terms and conditions in this policy.
<i>Maximum cover age</i>	The last day of the month in which the <i>insured</i> turns the age set out in the policy schedule. The <i>maximum cover age</i> is the age at which the cover for an <i>insured</i> ends.
<i>Medical expenses</i>	The necessary costs paid by the <i>insured</i> for medical treatment required because of <i>bodily injury</i> . These costs include surgical, dental, ophthalmic, artificial aids, prostheses, hospital and nursing home treatment.
<i>MSA club member</i>	A person that is a member of an MSA corporate member. An MSA corporate member is defined in MSA's Articles of Association as "Clubs and Associations".
<i>MSA event</i>	An event organised under the auspices and control of MSA, or any other international body recognised by MSA, and does not exceed a period of 72 hours from commencement to completion of the event.
<i>Occupation</i>	An <i>insured's</i> regular line of work that serves as the <i>insured's</i> regular source of employment and income.
<i>Official</i>	An events marshal, official, journalist or photographer who has been issued with an official's licence by MSA and who is present at an <i>MSA event</i> .
<i>Parties</i>	Collectively refers to <i>the insurer</i> , the <i>policyholder</i> and the <i>insureds</i> .
<i>Period of insurance</i>	The period of insurance is equal to the duration of the licence issued to the <i>insured</i> by MSA.
<i>Policy review date</i>	The date on which we will review your <i>premium rate</i> every year. The date is set out in the policy schedule.
<i>Policy start date</i>	The date cover under this policy begins. The date is set out in the policy schedule.
<i>Policyholder</i>	Motorsport South Africa NPC (MSA)
<i>Premium rate</i>	The rate we use to calculate your premium. This is set out in the policy schedule.

Section L: Glossary of defined terms

<i>Single event licence</i>	A temporary licence issued by MSA to enable a <i>competitor</i> to compete and/or participate in a specific <i>MSA event</i> .
<i>Terrorism</i>	Refers to an act which involves the use of violence, threats or intimidation to disrupt, coerce or influence a government or people as set out in the Protection of Constitutional Democracy against Terrorist and Related Activities Act 33 of 2004, as amended.
<i>Waiting period</i>	The number of months from qualifying for the accidental total and temporary disability benefit until we pay the benefit. This period is shown in the policy schedule.

Additional information

This section does not form part of the policy and is provided for information purposes only.

All material facts must be accurately, fully and properly disclosed by you. All information provided by you or on your behalf is your own responsibility. You need to be satisfied with the accuracy of any transaction submitted by anyone on your behalf.

You must not sign any incomplete or blank documents. No person may request or insist that you do so.

If you have a complaint about this policy

First try and resolve it with Hollard Group Risk, by writing to:

The Operational Officer, Hollard Group Risk
A division of The Hollard Insurance Company Limited
PO Box 87419
Houghton
2041

Tel: +27 (11) 351-2216
Fax: +27 (11) 351-3221
Email: hgrcompliance@hollard.co.za

If you feel that the policy or the manner in which the policy was sold does not meet legal requirements, or if you are not happy about the advice received, please write to:

The Compliance Officer
The Hollard Insurance Company Limited
PO Box 87419
Houghton
2041

Tel: +27 (11) 351-5000
Fax: +27 (11) 351-3221
Email: compliance@hollard.co.za

If the matter is not resolved to your satisfaction by Hollard, you may submit the complaint to:

The Ombudsman for Short-term Insurance
P O Box 32334
Braamfontein
2017

Tel: +27 (11) 726-8900
Fax: +27 (11) 726-5501
Email: info@osti.co.za