

RISK DETAILS

UNIQUE MARKET REFERENCE:

TYPE: Personal Accident Insurance

PROPOSAL FORM: No Proposal Form.

ASSURED: Nederlandse Autosport Bond

ADDRESS: Maarten Rossaartpad 35
3813 CV Amersfoort
The Netherlands

INSURED PERSONS: Members of the Assured.

PERIOD: From 1st January 2014 to 31st December 2014 both days inclusive, local standard time at the address of the Assured.

OPERATIVE TIME: Whilst on official sanctioned Autocross, Karting, Speedway and Stock Car events.

SUM INSURED:	<u>Accident</u>	<u>Seniors</u> (Aged 16 and over)	<u>Juniors</u> (Aged under 16)
	1. Death	EUR 57,000	EUR 9,000
	2. Total and irrecoverable loss of two or more limbs	EUR 57,000	EUR 57,000
	3. Total and irrecoverable loss of sight in both eyes	EUR 57,000	EUR 57,000
	4. Permanent Total Disablement from any and every occupation	EUR 57,000	EUR 57,000
	5. Total and irrecoverable loss of one limb	EUR 57,000	EUR 57,000
	6. Total and irrecoverable loss of sight in one eye	EUR 57,000	EUR 57,000
	7. Total and irrecoverable loss of sight in one eye and loss of one limb	EUR 57,000	EUR 57,000
	8. Temporary total disablement payable up to 52 weeks and excluding the first 14 days of disablement	EUR 160 pw	Not Covered
	9. Medical Expenses excluding the first EUR70.00 of each and every claim	EUR 57,000	EUR 57,000

GEOGRAPHICAL LIMITS: Worldwide

- CONDITIONS:**
- 1) As per Crispin Speers & Partners Participant Personal Accident Insurance Policy (Amended) as attached.
 - 2) Nuclear, Chemical, Biological Exclusion, as per endorsement 1 attached.
 - 3) This insurance shall only cover members whilst on official sanctioned autocross, karting and speedway events.
 - 4) This Insurance is extended to include driving or riding in any kind of race.
 - 5) Agree to issue policy in English.
 - 6) Schedule of events and disciplines to be advised to Underwriters in advance of first event.
 - 7) Item 8. Temporary Total Disablement, payable in respect of officials only



**CHOICE OF
LAW & JURISDICTION:**

Law (EU Disclosure Clause)

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

Jurisdiction

In the event of any dispute relating to any terms, conditions, limitations or exclusions of this Insurance, such dispute shall be dealt with according to the Laws of England and Wales, and only an English court shall have jurisdiction. The premium for this Insurance has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction of any other court.

**INSURER CONTRACT
DOCUMENTATION:**

This document details the contract terms entered into by the Insurer(s) and constitutes the contract document.



INFORMATION

INFORMATION:

Assured's Occupation: Organisers of Karting, Speedway, Autocross and Stock Car events.

Estimated Numbers as expiring:

Drivers and speedway car drivers:	779
Marshals:	74
Timekeepers & Stewards:	83
Day Licences:	86

SECURITY DETAILS

INSURERS LIABILITY: (RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
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Participant Personal Accident Insurance

Policy Document

The Policy Holder is requested to read this insurance and, if it is incorrect, return it immediately to your Broker for alteration. In all communications the Policy Number appearing in line one of the Schedule should be quoted.

Insurance has been effected between **us**, certain Underwriters at Lloyd's, and the **Policy Holder** and this Document is evidence of that Insurance.

The information and statements provided in the proposal form and the declaration made to **us** is the basis of the contract.

We have agreed to insure **you** subject to the terms, conditions and exceptions contained in or endorsed upon this Document during the Period of Insurance for which the premium has been paid or agreed to be paid.

Participant Personal Accident Insurance Policy Schedule

Policy Number:	CSP14XXX????
Policy Holder:	Nederlandse Autosport Bond
Address of the Policy Holder:	Maarten Rossaartpad 35, 3813 CV Amersfoort, The Netherlands
Policy Holder's Occupation:	Organisers of Karting, Speedway, Autocross and Stock Car events
Date of Written Proposal:	No Proposal
The Insured Person(s):	Members of the Policy Holder
Operative Time:	Whilst on official sanctioned Karting, Speedway and Autocross including stock car events
Period of Insurance:	From 1 st January 2014 to 31 st December 2014 both days inclusive, Local Standard Time at the address of the Policy Holder
Geographical Limits of this Insurance:	Worldwide
Endorsements:	1. to 5.
Quote dated in London:	14 th November 2013

Schedule of Benefits

Seniors (Aged 16 and over)

This Insurance provides Cover in respect of the Benefits that have an amount inserted against them.

1.	Death	EUR 57,000
2.	Total and irrecoverable loss of two or more limbs	EUR 57,000
3.	Total and irrecoverable loss of sight in both eyes	EUR 57,000
4.	Permanent Total Disablement from any and every occupation	EUR 57,000
5.	Total and irrecoverable loss of one limb	EUR 57,000
6.	Total and irrecoverable loss of sight in one eye	EUR 57,000
7.	Total and irrecoverable loss of sight in one eye and loss of one limb	EUR 57,000
8.	Temporary total disablement payable up to 52 weeks and excluding the first 14 days of disablement	EUR160 per week
9.	Medical Expenses excluding the first EUR 70.00 of each and every claim	EUR 57,000

Schedule of Benefits

Juniors (Aged under 16)

This Insurance provides Cover in respect of the Benefits that have an amount inserted against them.

1. Death	EUR 9,000
2. Total and irrecoverable loss of two or more limbs	EUR 57,000
3. Total and irrecoverable loss of sight in both eyes	EUR 57,000
4. Permanent Total Disablement from any and every occupation	EUR 57,000
5. Total and irrecoverable loss of one limb	EUR 57,000
6. Total and irrecoverable loss of sight in one eye	EUR 57,000
7. Total and irrecoverable loss of sight in one eye and loss of one limb	EUR 57,000
8. Temporary total disablement payable up to N/A weeks and excluding the first N/A days of disablement	Not Covered
9. Medical Expenses excluding the first EUR 70.00 of each and every claim	EUR 57,000

Schedule of Benefits continued

In consideration of the payment of premium stated in the schedule, the Underwriters hereby agree with the Policy Holder, to the extent and in the manner herein provided, that if the Insured Person sustains **Bodily Injury** caused by an **Accident**, we will pay to the Insured Person, or to the Insured Person's Executors or Administrators, according to the Schedule of Benefits after the total claim shall be substantiated under this Insurance.

Provided always that:

1. a. benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one **Accident**, except for any benefit payable hereunder in respect of **Temporary Partial Disablement** preceding or following **Temporary Total Disablement** (if covered)
- b. no weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. Where any payment is made for weekly benefit, the amount so paid shall be deducted from any lump sum subsequently payable in respect of the same **Accident**.
2. the total sum payable under this Insurance in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the Schedule of Benefits.
3. if Item 1 of the Schedule of Benefits is not covered, then no claim shall be payable, other than for weekly benefits, in respect of any **Accident** which would have given rise to a claim for death had that item been covered.
4. if Item 1 of the Schedule of Benefits is covered and an **Accident** causes the death of the Insured Person within twelve months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement provided for under Items 2 to 7 of the Schedule of Benefits, there shall be paid only the benefit provided for in the case of death.

Data Protection Act 1998

We may store the Insured Person's information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). **We** will only disclose the Insured Person's personal details to third parties, if it is necessary for the performance of the Insured Person's contract with **us**.

In order to assess the terms of the insurance contract or administer claims that arise, **we** may need to collect data that the Data Protection Act defines as sensitive, such as medical history or criminal convictions.

We will keep the Insured Person's information secure at all times. In certain circumstances, for example for systems administration purposes, **we** may have to transfer the Insured Person's information to another country, which may be a country outside the European Economic Area (EEA).

Should the Insured Person wish to receive a copy of the information **we** hold on him, please contact:

The Compliance Officer
Crispin Speers & Partners Limited
St. Clare House
30-33 Minories
London
EC3N 1PE

Complaints Procedure

We are dedicated to providing the Insured Person with a high quality service and **we** want to ensure that **we** maintain this at all times. If the Insured Person feels **we** have not offered him a first class service please write and tell **us** and **we** will do **our** best to resolve the problem.

In the first instance please contact

The Compliance Officer
Crispin Speers & Partners Limited
St. Clare House
30-33 Minories
London
EC3N 1PE

Telephone: **020 7977 5700**
Fax: **020 7702 9276**
Email: **cspcomplaints@cspinsurance.com**

In the event the Insured Person remains dissatisfied and wishes to pursue matters further the Insured Person may be able to refer the matter to The Financial Ombudsman Service which can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million; and from trusts with a net asset value of less than £1 million.

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

HelpLine: **0845 080 1800**
Switchboard: **020 7964 1000**
Website: **www.financial-ombudsman.org.uk**

Definitions

1. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.
Accident shall also include
 - a. exposure resulting from a mishap to a conveyance in which the Insured Person is travelling;
 - b. if the Insured Person disappears during the currency of this Insurance and his body is not found within twelve months after his disappearance, and the Underwriters are satisfied that the Insured Person sustained **bodily injury** and that such injury resulted in the Insured Person's death, the Underwriters shall pay any death benefit, where applicable under this Insurance provided, that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.
2. **Bodily Injury** means identifiable physical injury which
 - a. is caused by an **accident**; and
 - b. solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such **bodily injury**, occasions the death or disablement of the Insured Person within twelve months from the date of the **accident**.
3. **Illness** means sickness or disease of the Insured Person which first manifests itself during the Period of Insurance and occasions the total disablement of the Insured Person within twelve months after manifesting itself.
4. **Loss of a limb** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.
5. **Permanent Total Disablement** means disablement which entirely prevents the Insured Person from attending to any business or occupation for which they are reasonably suited by reason of training, education or experience and which lasts for twelve consecutive calendar months and at the end of that period is beyond hope of improvement.
6. **Temporary Total Disablement** means disablement which entirely prevents the Insured Person from attending to their business or occupation.
7. **Temporary Partial Disablement** means disablement which prevents the Insured Person from attending to a substantial part of their business or occupation.
8. **Medical Expenses** means expenses properly incurred within 12 months of an **accident** by the Insured Person, or by the Policy Holder in respect of an Insured Person, for reasonable and customary medical, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, necessarily incurred including the cost of medical supplies, ambulance hire and/or the cost of transport to any hospital or place of treatment.

Exclusions

This Insurance does not cover death or disablement in any way caused or contributed to, by the following:

1. War, whether war be declared or not, hostilities or any act of war or civil war.
2. Radioactive contamination.
3. The Insured Person engaging in or taking part in armed forces service or operations.
4. The Insured Person engaging in flying of any kind other than as a passenger.
5. The Insured Person's suicide or attempted suicide or intentional self-injury.
6. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named.
7. The Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life).
8. The Insured Person's own criminal act.
9. The Insured Person being:
 - a. under the influence of alcohol, as defined by the motor vehicle laws of the country or state of their normal domicile;
 - b. being under the influence of drugs, unless prescribed for the Insured Person by a qualified medical practitioner but excluding any drugs prescribed for the treatment of drug addiction.
10. Terrorism (including, without limitation, contemporaneous or ensuing **Bodily Injury** and/or **Illness** and/or Medical Expenses caused by fire and/or looting and/or theft).

Terrorism means any act or acts of force and/or violence:

 - a. for political, religious or other ends; and/or
 - b. directed towards the over-throwing or influencing of the Government de jure or de facto; and/or
 - c. for the purpose of putting the public or any part of the public in fear

by any person or persons acting alone or on behalf of or in connection with any organisation.

IN ANY CLAIM and in any action, suit or other proceedings to enforce a claim under this Insurance, the burden of proving that such claim does not fall within the Terrorism Exclusion set out above shall be upon the Policy Holder.
11. **Illness** of any and every kind.

Conditions

1. If the Insured Person shall regularly engage in any occupation, sport, pastime or other activity in which materially greater risk may be incurred than previously disclosed in connection with this Insurance without first notifying the Underwriters and obtaining their written agreement to the inclusion under this Insurance, (subject to the payment of any additional premium as the Underwriters may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** arising from such activity.
2. Unless otherwise declared and agreed by the Underwriters no benefit will be payable for any condition for which the Insured Person has sought advice, diagnosis, treatment or counselling or of which the Insured Person was or should reasonably have been aware at inception of this Insurance or for which the Insured Person has been treated at any time prior to inception.
3. Notice must be given to the Underwriters as soon as reasonably practicable of any **Accident** which causes or may cause a claim within the meaning of this Insurance, and the Insured Person must as early as possible seek the attention of a duly qualified medical practitioner. Notice must be given to the Underwriters as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an **Accident**.

All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Underwriters and that such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Insured Person.

4. Any fraud, concealment or deliberate mis-statement by an Insured Person, if unknown to the Policy Holder, either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to the Insured Person in question but any such fraud, concealment or deliberate mis-statement by or known to the Policy Holder shall render the whole Insurance null and void and all claims hereunder shall be forfeited.

Law (EU Disclosure Clause)

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

Jurisdiction

In the event of any dispute relating to any terms, conditions, limitations or exclusions of this Insurance, such dispute shall be dealt with according to the Laws of England and Wales, and only an English court shall have jurisdiction. The premium for this Insurance has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction of any other court.

Endorsement 1

NUCLEAR, CHEMICAL, BIOLOGICAL EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any nuclear, chemical or biological acts (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement:

'Nuclear, chemical biological acts' shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any Country or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

'Chemical' agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

'Biological' agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

If **we** allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

Endorsement 2

It is hereby understood and agreed that this insurance only covers members whilst on official sanctioned Karting, Speedway, Autocross and Stock Car events.

Endorsement 3

It is hereby understood and agreed that this insurance is extended to include driving or riding in any kind of race.

Endorsement 4

It is hereby understood and agreed that this insurance is subject to:

- Schedule of events to be advised to Underwriters in advance of first event.
- List of disciplines to be advised to Underwriters before the first event together with their event dates.

Endorsement 5

It is hereby understood and agreed that Item 8), Temporary Total Disablement, is payable in respect of officials only.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED