



TOKIO MARINE
HCC

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Personal Accident

Particular Conditions

Particular Conditions N°FR031508TT

The contract is subscribed between:

MALTA MOTORSPORT FEDERATION

PO Box 30
Valletta VLT 1000
Malta

[The Policyholder,](#)

And

TOKIO MARINE EUROPE S.A. (TOKIO MARINE HCC)

Succursale en France
36 rue de Châteaudun
CS 30099
75441 PARIS CEDEX 09
France

[The Insurer,](#)

By the intermediary of:

MARSH BELGIUM

Avenue Herrmann-Debroux 2
1160 Brussels
Belgium

[The Broker.](#)

The contract is governed by :

- The French Insurance Code,
- The General Terms, ref. CG-IA-08/20,
- The present Particular Conditions terms which complete them or modify them. In this case; the conditions written within the Particular Conditions prevail on the General Conditions.
- The information note.

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ARTICLE 1. AIM OF THE COVER

- Personal Accident,
- Medical Expenses in case of Accident or Sickness Emergency or Repatriation for costs incurred during a travel abroad for competing to a race.

ARTICLE 2. INSURED PERSONS

- A) Competition Licence holders whilst signed on under the regulations for Competitors issued by the Polycholder or any International or National Event held in accordance with the National or International Sporting Codes of the Federation Internationale de Motorcyclisme (FIM).
- B) Officials on duty during affiliated activities at all venues, whilst “signed-on” under the regulations, issued by the Policyholder, or any International or National Event held in accordance with the National or International Sporting Codes of the Federation Internationale de L’Automobile (FIA) and Federation Internationale de Motorcyclisme (FIM).

Cover shall also apply whilst an Insured Person is travelling directly to and from their normal place of residence.

Individuals who have not a license are not insured.

ARTICLE 3. OPERATIVE TIME

The cover shall apply solely during the official events/competitions, **training and tests sessions being excluded except those supervised by marshals and officials. If so, it must have MMF’s full approval and be a formally recorded in advance of it taking place.**

ARTICLE 4. TERRITORIALITY

Worldwide. For cover to apply overseas it must be an event approved by the local National Governing Body if not, then the cover would not apply. Participants will need to notify MNF so that that there is a record and audit trail.

ARTICLE 5. GUARANTEES SUBSCRIBED

◆ Accidental death.....	<input checked="" type="checkbox"/> Covered	<input type="checkbox"/> Excluded
◆ Permanent Disability	<input checked="" type="checkbox"/> Covered	<input type="checkbox"/> Excluded
◆ Temporary total disablement	<input type="checkbox"/> Covered	<input checked="" type="checkbox"/> Excluded
◆ Medical expenses (abroad).....	<input checked="" type="checkbox"/> Covered	<input type="checkbox"/> Excluded
◆ Search and rescue costs.....	<input type="checkbox"/> Covered	<input checked="" type="checkbox"/> Excluded
◆ Adaptation of home/vehicle.....	<input type="checkbox"/> Covered	<input checked="" type="checkbox"/> Excluded
◆ Daily allowance in case of Coma		

Covered Excluded

ARTICLE 6. COVERAGE AND LIMITS

CATEGORY A

Basic Covers – Personal Accident (WORLDWIDE)	Sum Insured
• ACCIDENTAL DEATH	€ 50.000
• LOSS OF TWO LIMBS OR THE SIGHT OF TWO EYES OR LOSS OF ONE LIMB AND THE SIGHT OF ONE EYE	€ 30.000
• CATASTROPHIC PERMANENT TOTAL DISABLEMENT	€ 50.000
• LOSS OF ONE LIMB OR THE SIGHT OF ONE EYE	€ 15.000
• INCAPACITATION MEANING BEDRIDDEN AND REQUIRING FULLTIME CARE FOR MORE THAN 5 YEARS	€ 100.000
• LOSS OF SPEECH AND HEARING	€ 20.000
• BROKEN BONE	€ 250 per arm and leg and € 50 for all other broken bones up to € 500 any one accident
• OUT OF COUNTRY ACCIDENT & SICKNESS EMERGENCY MEDICAL AND REPATRIATION EXPENSES	Up to € 15.000 Excess of € 2.500

CATEGORY B

Basic Covers – Personal Accident (WORLDWIDE)	Sum Insured
• ACCIDENTAL DEATH	€ 50.000
• LOSS OF TWO LIMBS OR THE SIGHT OF TWO EYES OR LOSS OF ONE LIMB AND THE SIGHT OF ONE EYE	€ 30.000
• CATASTROPHIC PERMANENT TOTAL DISABLEMENT	€ 50.000
• LOSS OF ONE LIMB OR THE SIGHT OF ONE EYE	€ 15.000
• INCAPACITATION MEANING BEDRIDDEN AND REQUIRING FULLTIME CARE FOR MORE THAN 5 YEARS	€ 100.000
• LOSS OF SPEECH AND HEARING	€ 20.000
• BROKEN BONE	€ 250 per arm and leg and € 50 for all other broken bones up to € 500 any one accident
• OUT OF COUNTRY ACCIDENT & SICKNESS EMERGENCY MEDICAL AND REPATRIATION EXPENSES	Up to € 15.000 Excess of € 2.500

ARTICLE 7. DEFINITIONS

Catastrophic Permanent Total Disablement

- Incurable and total insanity resulting directly and exclusively from an accident	100%
- Complete paralysis resulting directly and exclusively from an accident	100%
- Total loss of use of limbs (X4)	100%

Broken bone(s)

Means a complete fracture of one or more of the bones.

Loss of limb

Means permanent loss by physical separation of a hand and or above the wrist or of a foot or above the ankle and included permanent total and irrecoverable loss of use of hand, arm or leg.

Loss of Speech

Means the total and permanent loss of speech.

Loss of Hearing

Means total and irrecoverable deafness conformed by audiometer and sound threshold tests.

ARTICLE 8. INSURER'S MAXIMUM LIABILITY

The maximum benefit insured for a named person cannot exceed **€ 100.000**.

It is formally agreed that, if the cover were to be triggered for the benefit of several Insured victims of the same accident caused by the same event, and when the total of the **DEATH** and **DISABILITY** benefits purchased under the policy exceeds **EUR 5.000.000** the Company's cover shall in any event be limited to said amount for the aggregate amount of the **DEATH** and **PERMANENT DISABILITY** benefits for the victims of the same accident.

Therefore, it is understood that the indemnities shall be reduced and paid proportionately according to the benefit options purchased by each of the victims.

ARTICLE 9. EXCUSIONS

BY WAY OF DEROGATION OR NOT TO THE GENERAL TERMS APPLICABLE, ONLY THE FOLLOWING EXCLUSIONS APPLY:

THE ACCIDENTS CAUSED OR VOLUNTARILY INITIATED BY THE INSURED, THE CONSEQUENCES OF HIS/HER SUICIDE CONSUMED OR TEMPTED, AS WELL AS THE ACCIDENTS CAUSED BY THE INGESTION OF DRUGS OR MEDICINE NOT MEDICALLY PRESCRIBED.

THE ACCIDENTS CAUSED OR INITIATED BY THE INSURED AS A DRIVER OF A VEHICLE AND HIS/HER ALCOHOL RATE IS HIGHER THAN THE RATE FIXED BY THE LAW GOVERNING THE MOTOR VEHICLE TRAFFIC IN THE COUNTRY WHERE THE ACCIDENT OCCURS.

ACCIDENTS RESULTING FROM THE PARTICIPATION OF THE INSURED PERSON TO A FIGHT (EXCEPT CASES OF LEGITIMATE DEFENCE OR ASSISTANCE TO A PERSON IN DANGER), A DUEL, A CRIME OR A CRIMINAL ACT.

THE ACCIDENTS OCCURRING WHEN A VEHICLE CAPABLE OF MOVE IN THE AIR IS USED AS A PILOT OR A CREW MEMBER OR DURING THE PRACTISE OF SPORT WITH OR FROM THESE VEHICLE.

THE ACCIDENTS CAUSED BY CIVIL OR FOREIGN WAR, DECLARED OR NOT.

THE ACCIDENTS CAUSED BY THE PRACTICE OF A SPORT AS A PROFESSIONAL (WITH THE

EXCEPTION OF RACES ORGANISED OR FRAMED BY THE MALTA MOTORSPORT FEDERATION).

THE PSYCHOLOGICAL DISORDERS, THE TIREDNESS, THE STRESS.

ACCIDENTS DUE TO IONIZING RADIATION EMITTED BY FUELS NUCLEAR OR FROM RADIOACTIVE PRODUCTS OR WASTE, OR CAUSED BY WEAPONS OR ENGINES DESTINED TO EXPLODE BY MODIFICATION OF THE STRUCTURE OF THE CORE OF THE ATOM.

PREGNANCY AND ALL ITS CONSEQUENCES (DELIVERY), SPONTANEOUS OR INDUCED ABORTIONS, MENSTRUATIONS AND ALL THE RELATED DISORDERS.

IS FURTHER EXCLUDED FROM THE COVER, ANY PERSON WHO INTENTIONALLY CAUSED OR PROVOKED THE CLAIM.

ARTICLE 10. PAYMENT OF THE CLAIMS

It is expressly agreed that in the event of a claim covered under this contract and if the insured victim or the beneficiary is domiciled in a territory in respect of which the Insurer is not authorized to intervene and or to pay a benefit, the indemnity due is paid by the Insurer in Euros directly to the Policyholder of this contract, at its head office, or at its subsidiary, located in Europe.

The applicable beneficiary clause is therefore automatically repealed, and the Policyholder is directly beneficiary of the coverages.

It is therefore the sole responsibility of the Policyholder to repay the said compensation to the Insured or his heirs.

The payment of the indemnity, of which the Policyholder has regularly given a receipt to the Insurer, releases the latter from any subsequent claim on the part of the Policyholder himself, of the victim or of heirs.

The Policyholder declares that he is then responsible for settling directly with the victim or his dependents, residing abroad, the amount corresponding to this compensation.

The Policyholder formally renounces to take action against the Insurer in the event of damage or claim that he would have to suffer from the authorities of the country concerned, from the victim or his dependents.

ARTICLE 11. DECLARATION

At the inception, the Policyholder declares :

- 220 DRIVERS/CATEGORY A,
- 50 OFFICIALS/CATEGORY B.

i.e. a total of **270 Insured persons**.

Main events and frequency:

Drag Racing

Run What You Bring – 7 events yearly

Quarter Mile Championship - 7 events yearly

Drag Racing Trials and Testing and Open to Public – Sat / Sun in Winter and and Thurs / Sun in Summer

Hill Climb
Minimum of 5 and Maximum of 10 events per championship

Drifting
8 Championship events

Malta Classic
Hill Climb and Councours and round Mdina event once a year spread over 4 days.

Karting Club Malta
5 National Championship events

Island Karting Club
6 events - Training–30hrs week

All Wheel Drive Club
30 trials (low speed and 6 competitive speed events)

The premium is calculated from these bases. In case of significant changes, the Insurer has the right to revise the premium up or down.

ARTICLE 12. PREMIUM

The annual provisional premium is **EUR 11.690,27** excl. taxes, i.e. **EUR 13.031,70** incl. taxes and fees (€ 55,50).

It is payable semi-annually, i.e. on February 12th and August 12th.

The taxes applied is the Maltese insurance taxes (11%) and can evolve in function of the local legislation. Solely the premium excluding taxes is based on objective criteria.

The minimum annual premium is **EUR 750,00** excl. taxes.

ARTICLE 13. REGULARIZATION

The Policyholder undertakes to communicate to the Insurer, within one month after the anniversary date, the total people insured in order to calculate the new annual premium and proceed to a possible regularization based on :

- **€ 43,30** excl. taxes/pax, i.e. **€ 48,06** incl. taxes/paxes.

On these bases, the Insurer has the right to revise the unit premium mentioned above up or down.

ARTICLE 14. INCEPTION AND DURATION OF THE CONTRACT

Inception date: **12/02/2021**.

Expiring date: **11/02/2022**.

ARTICLE 15. INFORMATION OF THE POLICYHOLDER

INFORMATION NOTE WORTH AS GENERAL TERMS

The Information Note worth as General Terms is in accordance with article L.141-4 of the Insurance French Code "Member Information"; its provisions provide that the Policyholder is required:

- To provide to the members / Insureds, a note drawn up by the Insurer which defines the guarantees and their entry into force as well as the formalities to be completed in the event of a claim.
- To inform the members / Insureds in writing of the changes that are planned, if any, to make to their rights and obligations.

The proof of the delivery of the Information note to the members / Insured person's relating to the contractual changes is the responsibility of the Policyholder for this which concerns the members/Insureds.

Consequently, it is clearly established that this Information Note must be duplicated by the Policyholder in as many copies as necessary, in order to be given to each of the members/Insureds, under the sole responsibility of the Policyholder for this which concerns the members/insureds.

RATING OF THE INSURER

The Policyholder is informed that the Insurer is doted from a rating agency of the following financial rate :

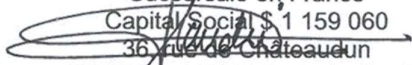
AA- par STANDARD's & POORS.

Le souscripteur ou l'Assuré peuvent demander communication et rectification de toute information les concernant qui figurerait sur un fichier à usage de l'Assureur (Loi 78-17 du 6 janvier 1978).

Done in Paris, February 15 , 2021.

THE POLICYHOLDER,
(Name of the legal representative,
Sign and stamp)

THE INSURER,
Bernard Claudinon,
Director General

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