

# RALLYE DU MAROC 2024

## SUMMARY OF BENEFITS

### PERSONAL ACCIDENT AND MEDICAL EXPENSES COVER

Policy no. FR040346TT



#### INSURED PERSONS

Any "MOTORCYCLE", "QUAD", "AUTOMOBILE", "SSV", "TRUCK" & "OTHER PARTICIPANTS" taking part in all or part of the Rallye du Maroc 2024, and who has formalised his/her request for cover with the broker before the departure date.

The age limit for benefiting from the Personal Accidents and/or Emergency Medical Expenses cover in this policy is set at **75 years**.

#### PURPOSE OF THE POLICY

The purpose of the policy is to cover the insured person:

- In the event of an ACCIDENT suffered during or on the occasion of participation in the Rallye du Maroc 2024 and during the guarantee period, payment of the indemnities defined below in the event of Death or Permanent Disability;
- In the event of an ACCIDENT or MEDICAL EMERGENCY suffered during or on the occasion of participation in the Rallye du Maroc 2024 and during the guarantee period, the reimbursement or payment of medical expenses incurred in Morocco and before any repatriation, in addition to the basic cover assumed by the Organisation for the rally and up to the limit of the benefit chosen.

#### DURATION OF COVER

The cover will take effect from the date specified on the insurance certificate. It applies exclusively during the rally and under the following conditions:

- For participants residing outside Morocco and subscribing in advance to administrative checks, the cover will take effect upon their entry into Moroccan territory, at the earliest on **30 September 2024** at 7:00 am.
- For participants domiciled in Morocco and subscribing in advance of the administrative checks, the cover will apply when they leave their domicile to go to the administrative checks, at the earliest on **30 September 2024** at 7:00 am.
- For participants who subscribe during the administrative checks in Morocco, the guarantee will take effect immediately.

The cover ends when the participants depart from Morocco, or on their return to their domicile for participants domiciled in Morocco, and no later on **13 October 2024** at 23:59.

The term 'Domicile' refers to the Insured's usual place of residence.

#### DEFINITIONS

##### Accident:

The term 'accident' means any unintentional bodily injury on the part of the victim resulting from the sudden action of an external cause. In particular, the following are considered to be accidents: injuries caused by fire, steam jets, acids and corrosives, lightning and electric current; asphyxiation by immersion and asphyxiation by absorption of gases or harmful vapours; the consequences of animal bites; the consequences of poisoning and bodily injuries due to the unintentional absorption of toxic or corrosive substances; cases of insolation, congestion and freezing following shipwrecks, forced landings, collapses, avalanches, floods or any other accidental event; the direct consequences of insect bites (excluding diseases, such as malaria and sleeping sickness, the primary origin of which may be linked to such stings); bodily injury resulting from assaults or attacks suffered by the Insured (unless it is proved that he/she took an active part as the perpetrator or instigator of these events); the physiological consequences of surgical operations, provided that they were required because of an accident included in

the cover; bodily injury resulting from the Insured's intervention to save persons or property in distress; bodily injury occurring during travel by any means of land or sea transport and on board as a passenger of aeroplanes of companies approved for the public transport of persons, taxi planes, Charter planes, private planes and helicopters, aircraft and helicopters belonging to the Moroccan army when they have a certificate of airworthiness and are piloted by a person holding the corresponding current licence (it being specified that if the Insured was misled in good faith, the Insurer may not enforce any forfeiture). By extension to this definition, the following are covered: pathological manifestations that would be the direct consequence of this bodily injury, as well as occupational diseases recognised as such by the Social Security.

##### Emergency Medical Expenses:

These include medical fees, the cost of medication prescribed by a doctor or surgeon, hospitalisation costs decided by the Rally's medical team, following an accident or medical emergency, incurred in Morocco.

##### Insurer:

Tokio Marine HCC is the trade name of Tokio Marine Europe S.A., a company within the Tokio Marine HCC Group. Tokio Marine Europe S.A. is authorised by the Luxembourg Minister of Finance and is supervised by the Commissariat aux Assurances (CAA). Registered with the Luxembourg Trade and Companies Register under No. B221975, its registered office is located at 26, Avenue de la Liberté, L-1930, Luxembourg.

Share capital of USD 1,159,060. Tokio Marine Europe S.A. (the French branch), 36, rue de Châteaudun, CS 30099, 75441 Paris Cedex 09, France, is registered with the Paris Trade and Companies Register under No. B 843 295 221, VAT FR 60 843 295 221, acting in conformity with the rules of the French Insurance Code.

##### Broker:

Marsh, a simplified joint stock company (société par actions simplifiée) with capital of €5,917,915. An insurance and reinsurance brokerage company having its registered office at Tour Ariane – La Défense, 5 place de la pyramide, 92800 Puteaux, France, registered under no. 572 174 415 with the Nanterre Trade and Companies Register. Professional indemnity insurance and financial guarantee in accordance with Articles L512-6 and 7 of the French Insurance Code. Intracommunity VAT no. FR05572174415. Orias no. 07001037, orias.fr. APE code: 6622Z. Company subject to supervision by the French Prudential Supervisory Authority (ACPR), 4 place de Budapest, CS 92459, 75436 Paris Cedex 09, France.

#### EXTENSIONS

EXTENSION OF THE DEATH COVER TO THE NOTION OF "CARDIAC ACCIDENT", WITHIN THE STRICT LIMITS DEFINED BELOW:

Provided that all the conditions set out below are met, the "CARDIAC ACCIDENT" shall be considered as an event likely to trigger the application of the "DEATH" cover provided for under this policy, when an INSURED is the victim of his or her very first heart attack, (i.e. when this completely unforeseeable heart attack occurs for the very first time, and the INSURED never had any such alert before, or never required or had the medical need to be treated for this type of condition before).

This specific cover, usually covered by "ILLNESS" Insurance, will be taken into account under this policy, provided, however, that it can be

medically proven, or at least that it can be advanced with near certainty by doctors:

- a) that this 1<sup>st</sup> heart attack was, according to all presumptions, due to an external phenomenon independent of the INSURED's state of health (e.g. an intense psychological or emotional cause, or a significant climate-related phenomenon, etc.)
- b) that it resulted in the immediate death of the INSURED, or at the latest within three months of its first medical observation.

EXTENSION OF THE DEATH COVER TO "**ANUERYSM RUPTURE**", WITHIN THE STRICT LIMITS DEFINED BELOW:

- The Insured must be under 65 years of age at the time of the events,
- The Insured has no history of vascular lesions (arteriosclerosis).

## **DEATH/PERMANENT DISABILITY COVERAGE FOLLOWING AN ACCIDENT**

**ACCIDENTAL DEATH** according to the benefit chosen and stated in the insurance certificate.

**TOTAL PERMANENT DISABILITY** following an accident according to the benefit chosen and stated in the insurance certificate

**PARTIAL PERMANENT DISABILITY** according to the benefit chosen, and reduced according to the schedule communicated.

### **DAILY BENEFITS IN THE EVENT OF COMA**

If, from 10 consecutive days of coma and for 365 days, following an accident and subject to the exclusions specified, an Insured is in a coma for an uninterrupted period of more than 10 days, the Insurer will pay the beneficiary/beneficiaries, at the end of this period, an advance on the benefit provided for in the DEATH or DISABILITY cover. This is an indemnity, from the 10th day of coma and for a maximum period of 365 days, equal to 50 euros per day.

In the event of the Insured's subsequent death as a result of this accident, the Insurer will pay the beneficiary/beneficiaries the balance of the benefit provided for.

In the event that the Insured survives, this advance shall remain vested. In the event of total or partial disability, as a result of this accident, the Insurer will pay the Insured the balance of the benefit provided for.

Coma is understood to be any condition characterised by the loss of relationship functions (consciousness, mobility, sensitivity) with preservation of vegetative life (breathing, spontaneous blood circulation) declared by a medical authority authorised to exercise its functions in France.

To implement the cover, the Policyholder or the beneficiary/beneficiaries will send the company, at the end of the 10 days, a medical certificate attesting to the uninterrupted state of the Insured's coma.

### **DOMICILE/VEHICLE ADAPTATION**

In the event of the Insured suffering PERMANENT PARTIAL DISABILITY of more than 33% following an accident covered by the policy and requiring his/her domicile and/or vehicle to be adapted, the Insurer will pay these costs on presentation of receipts and up to a limit of 10% of the benefit provided for under the DISABILITY cover, up to a **maximum of 10,000 euros**.

### **PERMANENT PHYSICAL DISFIGUREMENT:**

Permanent Physical Disfigurement is the permanent impairment of the physical appearance resulting from unsightly bodily changes, dynamic and static injuries that are attributable to the accident and persist after consolidation.

The lump-sum benefit of €5,000 is only paid after consolidation of the injury, which must be the subject of a medical certificate describing the consequences observed.

Physical disfigurement resulting from an accident not guaranteed or as a result of an illness, is formally excluded.

Permanent Physical Disfigurement is calculated on a scale graduated from 0 to 7, and the benefit provided for in these Special Terms and Conditions is payable according to the schedule below:

Very slight (1/7)	5% of the benefit
Slight (2/7)	10% of the benefit
Moderate (3/7)	20% of the benefit
Medium (4/7)	30% of the benefit
Quite significant (5/7)	66% of the benefit
Significant (6/7)	80% of the benefit,
Very significant (7/7)	100% of the benefit

## **EMERGENCY MEDICAL EXPENSES COVER**

This cover is in addition to and under the conditions of the basic cover (€30 k) assumed by the rally organiser and up to a limit of:

- €20 k, regardless of whether the Death and Permanent Disability cover has been taken out;

Or

- €40 k, regardless of whether the Death and Permanent Disability cover has been taken out.

These include medical fees, the cost of medication prescribed by a doctor or surgeon, hospitalisation costs decided by the Rally's medical team and incurred in Morocco. If the insured person benefits from Social Security or any other benefit plan covering the same risks, the Company will pay, in addition to the sums paid under these benefits, the benefits insured by it, without the insured person being able to receive a total amount greater than his or her actual disbursements. However, it is specified that the costs of dental prostheses following an accident are capped at the amounts set out in the Special Terms and Conditions.

***Medical expenses incurred in the Insured's country of domicile shall remain the sole responsibility of the Insured.***

***For Insureds domiciled in Morocco, payment of medical expenses shall cease from the time of repatriation to their domicile or to a medical facility close to their domicile.***

***The term 'Domicile' refers to the beneficiary's usual place of residence. In the event of a dispute, the tax address shall constitute the domicile.***

## **MOTORCYCLE – QUAD – AUTOMOBILE – SSV – TRUCK COMPETITORS – OTHER PARTICIPANTS**

**Accidental Death and Total and Partial Permanent Disability cover (with a relative deductible of 10%<sup>(1)</sup>)**

Identical benefits for these two types of cover, at the choice of the insured participant, with a minimum of €15,000 and a maximum of €200,000

### **Medical Expenses Cover**

Reimbursement of medical expenses, in addition to the basic cover assumed by the organisation and up to the limit of the benefit chosen €20,000 or €40,000.

***Marsh is at your disposal until 15 September 2024 for any request concerning benefits other than those proposed in this notice.***

<sup>(1)</sup> Relative Excess

When the degree of permanent disability is:

- Less than or equal to the relative deductible, no indemnity will be paid.
- Above the relative deductible, the indemnity will be paid in proportion to the degree of disability applied.

Example for a 10% relative deductible:

- If the accident results in a permanent disability of 5%, no indemnity will be paid.
- If the accident results in a permanent disability of 15%, then 15% of the chosen benefit will be paid.

## BENEFICIARIES IN THE EVENT OF DEATH

In accordance with the General Terms and Conditions, in the event of the DEATH of the INSURED, and unless otherwise designated in writing by the latter and submitted to the broker, it is specified that the BENEFICIARIES of the benefit provided for this purpose will be:

- if the INSURED is married: his/her spouse, unless judicially separated and at fault, or divorced, failing which his/her children, born or to be born, living or represented, failing which his/her heirs;
- if the INSURED is a signatory to a civil partnership, his/her partner, failing which his/her heirs;
- if the INSURED is widowed or divorced: his/her children, failing which his/her heirs;
- if the INSURED is single: his/her heirs.

## UNDERTAKING BY THE INSURER

The maximum benefit guaranteed for an insured person may not exceed the sum of **200,000 euros**.

It is formally agreed that in the event where the cover is exercised in favour of several Insureds who are the victims of the same accident caused by the same event, and when the total of the Death and Disability benefits subscribed exceeds the sum of **10,000,000 euros**, the Insurer's cover shall be limited to this sum for the total amount of Death and Permanent Disability benefits for the victims of the same accident. Consequently, it is understood that the indemnity would be reduced and paid proportionally according to the benefit subscribed to by each victim.



The following points are noted:

**AUTOMOBILE-TRUCK competitors must comply with the obligations set out in the FIA's sporting and technical regulations (particularly regarding wearing a harness and helmet).**

**MOTORCYCLE-QUAD competitors must comply with the obligations set out in the FIM's sporting and technical regulations (particularly regarding wearing a helmet).**

**ANY INSURED WHO IS A VICTIM IN AN ACCIDENT SHALL FORFEIT HIS/HER RIGHTS TO INDEMNITY IF IT IS DETERMINED THAT AT THE TIME OF THE ACCIDENT HE/SHE FAILED TO COMPLY WITH THE ABOVE PROVISIONS.**

## MAIN EXCLUSIONS:

- accidents caused or provoked intentionally by the Insured, the consequences of his/her consummated or attempted suicide, as well as accidents caused by the use of drugs or narcotics not medically prescribed;
- accidents occurring when the Insured is a driver of a vehicle and his/her blood alcohol level is higher than the legal rate set by the law governing vehicle traffic;
- accidents resulting from the Insured's participation in a fight (except in cases of self-defence or assistance to a person in danger), a duel, an offence or a criminal act;
- accidents occurring during the use as a pilot or crew member of a device making it possible to move in the air, or when playing sports with or by means of these devices;

- any person who, intentionally, caused or provoked the loss event is also excluded from the benefit of the cover;
- the intentional act of the Insured or the beneficiary;
- aesthetic treatments and cosmetic surgery operations not consecutive to a covered accident, as well as their after-effects and consequences;
- diseases, regardless of their nature and origin, even if accidental, infection of the blood, even if resulting from an accident;
- accidents resulting from the practice of the following activities: aerobatics, parachuting, ULM, hang-gliding, paragliding or similar devices, trials, training or participation in events or competitions involving the use of motorboats, combat sports, rugby or rugby 13-a-side, ice hockey, bungee jumping, Skeletoning, bob-sleigh, potholing,

- mountaineering, scuba diving with tanks, motor boat, sea scooter, snowmobile;
- accidents due to ionising radiation emitted by nuclear fuels or radioactive products or waste, or caused by weapons or devices intended to explode by modification of the structure of the atomic nucleus;
- the consequences of accidents occurring before the start date of the Insured's cover.

## TIME BAR

Any action launched under this policy must occur within a period of two years. This period begins on the day of the event giving rise to this action, under the terms and conditions laid down by Articles L.114-1 and L.114-2 of the French Insurance Code.

## COMPLAINTS - MEDIATION

In the event of difficulty, the Subscriber will consult the Broker through whom the contract is taken out. If the broker's response is not satisfactory, the Insured or the Policyholder can refer the complaint to:

**Tokio Marine Europe S.A. (Tokio Marine HCC)**

36 rue de Châteaudun

CS 30099

75441 Paris Cedex 09

Phone: +33 (0)1 53 29 30 00 - Fax: +33 (0)1 42 97 43 87

Or

[reclamations@tmhcc.com](mailto:reclamations@tmhcc.com)

The Insurer will acknowledge receipt of the complaint within a period of no more than 10 working days from receipt of the complaint, unless the response itself is provided to the customer within this period, and will send the response to the Insured within a period which must not exceed two months from the date of receipt.

Lastly, if your disagreement persists after the response has been given, you may refer the matter to the ombudsman of the French Federation of Insurance Companies, provided that no legal action has been initiated:

**LA MEDIATION DE L'ASSURANCE**

**TSA 50110**

**75441 PARIS CEDEX 09**

The French Insurance Mediation Service does not have jurisdiction to deal with policies taken out to cover professional risks.

## SUPERVISORY BODY

In accordance with the French Insurance Code (Article L 112-4), it is stated that TOKIO MARINE EUROPE S.A. is supervised by the Commissariat aux Assurances located at 7, boulevard Joseph II, L-1840 Luxembourg, Grand Duchy of Luxembourg.

## INTERNATIONAL SANCTIONS:

This cover shall not apply:

- when a ban on providing an insurance policy or service is imposed on the insurer on account of any penalty, restriction or prohibition provided for in the laws and regulations,

**Or**

- when the assets and/or the activities insured are subject to any penalty, restriction, total or partial embargo or prohibition provided for by the laws and regulations.

The laws and regulations are understood to be the laws and regulations applicable in France (including the regulations and decisions of the Common Foreign and Security Policy - CFSP Decisions - of the European Union) or those of the country in which the insurance transaction is carried out, as well as the laws and

regulations of the Grand Duchy of Luxembourg to which the French branch of Tokio Marine HCC is also subject.

## **IN THE EVENT OF LOSS**

In the event of a loss event, the Insured must notify the broker by e-mail at the address below:

[assurances.sportsmecaniques@marsh.com](mailto:assurances.sportsmecaniques@marsh.com)

**IMPORTANT:** The Insured's claim must be notified to the Insurer within **21 days** of the time when the Insured becomes aware of the event giving rise to the claim.

**This document is a summary of the guarantees and has no contractual value. We invite you to read the General Terms and Conditions carefully, and draw your attention to the need to take note of the exclusions and limitations of cover.**

**Disclaimer. All documents have been freely translated from French into English. Any discrepancies or differences created by this translation are not binding and have no legal force. If any dispute arise related to the accuracy of the information contained in the documents, refer to the original (French) version, which shall prevail over all other languages.**

***Marsh is at your disposal until 15 September 2024 :***

- For any request concerning benefits other than those proposed in this notice;***
- For any request for cover for a group of 10 or more Insureds;***
- For any request for annual or multi-rally cover.***