

## Insurance Part 2 – Personal Accident Insurance

### 1. GENERAL

CAMS has arranged through its official brokers, Aon Risk Services, a master policy providing personal accident cover for any licensed drivers, co-drivers, crew members, pit/service crews, apprentices in Apprentice Repair Team and authorised officials whilst participating in meetings or official/private for which a CAMS permit or authorisation has been issued. The following is a brief description of the cover and does not in any way, alter or add to the terms of the cover which are set out in the master policy.

### 2. INSURED PERSON(S) CATEGORIES

**Category 1** Drivers, Co-Drivers, Crew Members and Pit/Service Crew of the Insured

**Category 2A** Authorised Officials of the Insured

**Category 2B** Apprentice Members of the "Apprentice Repair Team"

**Category 3** Photographers of the Insured

### 3. AMOUNT OF COVER

#### (i) Death

##### Category 1

- Drivers, co-drivers, crew members, pit/service crew.....\$65,000
- Persons aged 75-85 years benefit is limited to .....\$25,000
- Nominated drivers over the age of 85 years .....\$10,000

##### Category 2

- (A) Authorised officials.....\$65,000  
Officials under 18 years of age benefit is limited to .....\$20,000
- (B) Apprentices .....\$65,000

##### Category 3

Photographers.....\$65,000

#### (ii) Permanent Total Disablement

All Categories.....\$65,000  
(Cover is not applicable for over 85 years of age.)

#### (iii) Temporary Total Disablement

Maximum weekly benefit (limited to 156 weeks and up to 85% of salary).....\$500  
Non-income earners – maximum weekly benefit.....\$250  
Immediate cover applies for Category 2.  
There is a 7-day excess for Categories 1 and 3.

#### (iv) Temporary Partial Disablement

Maximum weekly benefit (limited up to 156 weeks).....\$125  
Immediate cover applies for Category 2.  
There is a 7-day excess for Categories 1 and 3.

#### (v) Emergency Transport Benefit

Any one injured Person.....\$5,000

#### (vi) Emergency Home Help

Maximum weekly benefit for up

to 52 weeks .....\$250  
(not payable if claiming under Temporary Total Disablement) 7-day excess applicable.

#### (vii) Student Tutorial Expenses

Must be full-time registered students on voluntary work of the Insured  
Maximum weekly benefit payable up to 52 weeks .....\$250  
(not payable if claiming under Temporary Total Disablement) 7-day excess applicable.

#### (viii) Funeral Expenses

100% reimbursement to a max. of .....\$5,000

#### (ix) Modification Benefit

100% reimbursement to a max. of .....\$5,000

#### (x) Rehabilitation Benefit (subject to insurer approval)

The policy also incorporates a unique rehabilitation program which provides the following benefits:

##### (a) Workers' Return Assistance

- Professional assistance to improve your physical and emotional condition;
- Pain management therapy;

##### (b) Vocational Assessment

- Tuition, advice and/or treatment from a licensed vocational school or occupational rehabilitation institution.

##### (c) Personal and Family Counselling

- Professional assistance to help cope with your disability and live an independent life
- Financial counselling

#### (xi) Non-Medicare Expenses Benefit

- Reimburse 100% of medical Expenses incurred to a maximum of \$1,000
- Benefits are only payable in conjunction with weekly benefits (see items (ii), (iii) and (iv)).
- Medical Expenses means expenses payable to legally qualified practitioner, physician, nurse, physiotherapist, surgeon and/or hospital for medical supplies.

#### Exclusions

- The cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by the injury.
- Services for which the insured is eligible to receive Medicare benefits.

### 4. EXTENT OF COVER

#### (i) Disability cover – Permanent Total Disablement:

In the event of a claim for permanent disablement, the total benefit payable to the injured person is \$65,000 plus any weekly benefits paid (and subject to age limits as specified above).

"Permanent Total Disablement" means temporary total disablement which has lasted for at least one calendar year from the date of the injury which caused the disablement

and thereafter prevents the insured person for the remainder of his life from engaging in all the normal duties of his usual business or occupation.

(ii) **Disability cover – Temporary Total Disablement**

The temporary disability cover which amounts to a minimum benefit of \$250 to a maximum of \$500 per week per injured person for a maximum of 156 weeks is payable which the disablement prevents the insured person from carrying out all the normal duties of his usual occupation, profession or business.

(iii) **Temporary Partial Disablement**

Up to \$125 per week (payable from the 8th day of treatment by a duly qualified medical practitioner for an aggregate period of 156 weeks).

“Temporary Partial Disablement” means partial disablement which prevents the insured person from carrying out the normal duties of his or her usual occupation, profession or business, or any of them.

**NOTE:** If the insured person is entitled to receive Workers’ Compensation and/or disability benefits, the weekly benefit reduces by the amount necessary to limit the total of such payments to 85% of pre-disability earnings.

Officials – In regard to weekly benefits, Officials are NOT required to exhaust sick leave entitlement before being eligible for the weekly benefits.

**5. DURATION OF COVER**

**Category 1:**

Whilst participating in any motor sport event at Club and Multi Club Level, State Level, National Level, International Level, In circuit Racing, Rally, Off Road, Speed Events and Motorkhana and Khanacross meetings and other closed speed events and all other motoring events organised and supervised by the Insured including whilst actually engaged in official practice sessions authorised and under the control of the Insured

Cover is extended to include unofficial private practice sessions provided always that the Insured Person submitted a written application to the track owner for use of the track and such application has been approved by the Track Owner

In respect to track events cover commences from the time the Insured Person reports or checks in prior to the start of competitive event and continues until the finish of the event (including scrutineering if appropriate) or until the last official report for that event has been received by the CAMS official, whichever last occurs.

In respect to non-track events, cover commences from the time the Insured Person reports or checks in prior to the start of the competitive event and continues until the

Insured Person has reached the final destination of the event and completed all CAMS procedures.

In respect to all speed events, the cover is limited geographically to the area comprising the track and/or circuit.

**Category 2A**

Whilst engaged in official motor sport duties under the control and authorisation of the Insured. Cover commences from the time the Insured Person leaves his/her normal place of residence or place of business, whichever is the place of departure for the commencement of his/her duties and, continues until the Insured Person returns to his/her residence or place of business, whichever occurs first.

Cover shall be deemed to terminate immediately after official duties are completed unless the Insured Person proceeds directly to his/her normal residence or place of business. Any delay subsequent to the actual completion of official duties, shall be deemed to terminate the cover immediately.

**Category 2B**

Whilst engaged in official motor repair duties under the control and authorisation of the Insured at Motor Race meetings. Cover commences from the time the Insured Person leaves his/her residence or place of business, whichever is the place of departure for the commencement of his/her duties and, continues until the Insured Person returns to his/her residence or place of business, whichever occurs first.

Cover shall be deemed to terminate immediately after official duties are completed unless the Insured Person proceeds directly to his/her normal residence or place of business. Any delay subsequent to the actual completion of official duties, shall be deemed to terminate the cover immediately.

**Category 3**

Whilst on the authorised activities of the Insured cover commences from the time the Insured Person leaves his/her normal residence or place of business, whichever is the place of departure for commencement of his/her duties and, continues until the Insured Person returns to his/her normal residence or place of business, whichever occurs first.

**6. EXTENT OF INSURANCE**

Cover is automatic for all of the above classes of participants in all CAMS-authorized events.

**7. CLAIMS PROCEDURE**

(i) Notice in writing by the claimant or by a person acting on his behalf must be given to the CAMS National/State office within 30 days of the incident giving rise to the claim. Failure to comply with this requirement will mean that no claim will lie against underwriters. The

exception to this Rule, and the only exception, will be where the nature of the injury is such that the claimant is unable to comply with the requirement or is unable to instruct someone to comply with the notification requirement on his behalf. In such cases, the period of 30 days will run from the date the claimant was in a position to comply with the notification requirements.

- (ii) Upon the happening of any accident likely to give rise to a claim the Clerk of Course is required to:
- obtain full details of the accident on the spot;
  - secure the names of any witnesses; and
  - include in both his Event Report and the Accident and Injury Reports brief details of the incident.
- (iii) An injured insured must notify the Clerk of Course/Director of the incident before leaving the meeting. Where the injured person is unable to notify the clerk of Course/Director, the official/s who witnessed the incident are required to provide the Clerk of Course/Director with details.
- (iv) Unless the incident giving rise to the claim is noted in the Clerk of Course/Director report and in the Accident and Incident Report, no claim shall lie against underwriters.
- (v) In the case of officials, if an incident occurs giving rise to a claim either before reaching the track or circuit or after leaving the track/circuit immediate notice with full details must be given in writing to the CAMS National/State office within 48 hours of the conclusion of the meeting.
- (vi) Emergency Transport fee reimbursement may be claimed only upon presentation of receipt. All accounts must be settled by the claimant prior to reimbursement.
- (vii) Claims must be completed within 12 months from date of injury and claim form.

## 8. ADMINISTRATION

Once a claim has been dealt with by CAMS and advice thereof forwarded to the Insurers, the claimant will be contacted directly by the claims division of the Insurer. All claims must be notified to CAMS National/State Office which will deal with each claim exactly in accordance with the instructions issued by CAMS National Office. Claim forms must be completed within 12 months from the date of injury.

A "day" (in trials and rallies) constitutes up to 24 hours of running on no more than two successive normal days. Rallies of longer than two days' (or nights') actual duration require special arrangements to be made.

A rally "crew" is deemed to be of two persons.

Only official practice under the supervision of the promoters and within the terms of the permit or authorisation granted by CAMS constitutes an integral part of the event and is

insured.

Private practice by CAMS licence holders at CAMS-licensed tracks is covered automatically upon the signing of a hiring agreement and indemnity.

## 9. BENEFITS PAYABLE TO NON-INCOME EARNERS

### (i) Student Tutorial Clause

In respect of insured persons who are registered as full-time students, are unmarried and are dependant, insurers will pay for the cost of home tutoring services reasonably and necessarily incurred by an insured person as a result of injury causing total disablement PROVIDED THAT such services are carried out by persons other than members of the insured person's family or other relatives or persons who are full-time students.

Insurer's liability is limited to \$250 per week payable from the eighty day of treatment by a legally qualified medical practitioner for an aggregate period of 52 weeks.

### (ii) Out of Pocket Expenses

Should an Insured Person be a non-income earner, the Weekly Benefit - Injury is limited to \$250 per week. Payable upon receipts furnished by the Insured for such expenses attributable directly to such disablement to a maximum of \$2,000.

## GENERAL EXCLUSIONS

The Insurers shall not pay benefits with respect to any loss, damage, liability, event, injury which:

- results from the insured person engaging in or taking part in:
  - flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
  - training for or participating in professional sport of any kind unless this is the insured sport;
- results from any intentional self-injury, suicide or any illegal or criminal act committed by you or an insured person;
- results from war (whether declared or not) invasion or civil war;
- is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC);
- results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;
- results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising therefrom.
- Events which have not been approved in writing by the governing body of the sport except unofficial private practice sessions provided

always that the insured person has submitted a written application to the track owner for use of the track and such applications have been approved by the track owner;

8. Driving a motor vehicle while under the influence of intoxicating liquor or drugs unless a doctor has prescribed them and they are taken in accordance with a doctor's advice. We will regard having a blood alcohol reading in excess of the area's legal driving limit as being under the influence of intoxicating liquor. Notwithstanding the above, conditions contained within the official CAMS Drugs In

Sport Policy, as shown in the CAMS Manual of Motor Sport, will apply.

9. Any pre-existing injury, medical conditions, infirmity or weakness either sustained by you prior to the commencement date of this insurance or known by you to have existed prior to the commencement date of this insurance, unless, between such periods, the insured person has performed the duties of their usual occupation on a full-time basis for at least six (6) consecutive months without recurrence of such injury or condition.