

**TO WHOM IT MAY CONCERN**

Dear Sirs,

**RE: MOTORSPORT SOUTH AFRICA/CONFIRMATION OF PUBLIC LIABILITY INSURANCE.**

As the insurance broker for Motorsport of South Africa NPC we have been requested to provide you with this letter with respect to certain insurance placed by us on the Client's behalf.

In connection with this letter, we have not read or reviewed the Agreement between you and the Client.

We have placed the insurance, which is the subject of this letter, after consultation with the Client and based upon the Client's instructions, which may not have contemplated or reflected the Agreement between you and the Client.

Based on the foregoing and subject to the other qualifications stated in this letter, we are pleased to confirm the following:

1. The insurance policy listed below is in full force and effect as of the date hereof;
2. As of this date, we have not received any notice of cancellation or non-renewal with respect to the Policy and are not aware of any circumstances which would make the giving of such a notice by an insurer likely;
3. Based upon our experience as insurance brokers, the coverage provided by the Policy is consistent with that normally provided to companies similarly situated to the Client.

We express no view and assume no liability with respect to the solvency or future ability to pay of any of the insurance companies which have issued the Policy.

We assume no obligation to advise you of any developments regarding the Policy subsequent to the date hereof. This letter is given on the understanding that we will have no liability to you based upon the placement of the Policy and/or the statements made herein except to the extent arising out of our gross negligence or fraud.

This letter may not be republished by you or used for any other purpose without our prior written consent. We hereby confirm insurance cover details as stated below:

**Class of Insurance:** Public Liability

**Insurer:** Santam Limited, via Stalker Hutchinson Admiral Underwriting Managers.

**Policy No:** 1000/22804

**Insured:** Motorsport South Africa NPC, (SA National Motorsport Federation), Racing Controlling Bodies, Sanctioning Organisations, or any subdivisions thereof, Officials, Affiliated Club Members, Competitors, Organisers, Promoters, Advertisers, Owners and Lessees of premises utilised for events and / or those for whom the Insured has authority to insure all for the their respective rights and interests.

**Business:** SA National Motorsport Federation, Governing Body of Motorsport, Lessees and/or Lessors of Properties, Venue Facilitators, Motor Sport Event Managers, Organisers and Administrators etc., and all other activities relating to the holding of any motorsport event for which authority has been given by Motorsport South Africa and where appropriate property owners and tenants, the provision of canteen, social, sports, first aid , fire fighters & welfare facilities for the benefit of the insured's staff.

**Period of Insurance:** 01 January 2020 to 31 December 2020, both dates inclusive.

**Scope of Cover:** To indemnify the insured against claims first made against them during the period of insurance for which they shall become legally liable to pay damages consequent upon:

- (i) Accidental death or bodily injury (including illness) to any person;
- (ii) Accidental loss of or damage to property;

happening in connection with the business of the insured and arising within the territorial limits.

**Basis of Cover:** Claims Made

**Retroactive Date:** 01 September 1986

**Schedule of Limits of Indemnity and Deductibles:**

Section	Basis of Cover	Limit of Indemnity		Deductible
		Any one Occurrence	Annual Aggregate	
General including Property Owners & Away Risks Care, Custody & Control	CM	R 50,000,000	Not Applicable	R 25,000 but R 250,000 i.r.o. spread of fire, and R50,000 i.r.o. Care, Custody & Control
		R 1,000,000	R 1,000,000	

**Territorial Limits:** Anywhere in the world but not in connection with any business carried on by the insured at or from premises outside or any contract for the performance of work outside the Republic of South Africa, Namibia, Botswana Lesotho, Swaziland, Zimbabwe and Malawi.

**Main/Specific Exclusions:** - Fines, Penalties and/or punitive damages

- Pollution, unless as a result of a sudden & unforeseen event
- Asbestos and/or other gradually acquired illness/disease
- War & Terrorism
- Nuclear or Radioactivity events
- Unlawful Competition
- Competitor to Competitor Liability
- Organiser to Competitor Liability
- Compulsory Insurances required by legislation
- Aircraft, Watercraft, Airports, Airstrips or Helipads
- Removal of Support
- Design, Formula, Specification, Supervision, Treatment or Advice given by the insured (Professional Indemnity Insurance)
- Product Recall or Inefficacy
- Employees under a contract of service (other than Employers Liability)
- Contractual Liability, wider than would otherwise have applied in terms of the common law
- USA/European Union Sanctions

**Clauses/Extensions:** - No fire and/or spread of fire exclusion applicable  
 - No consequential loss/losses of Third Parties exclusion applicable

- Directors & Employees Liability
- Principals Liability
- Cross Liabilities
- Tool of Trade
- Loading & Unloading
- Parking Facilities
- Unattached Trailers
- First Aid Teams
- Employees & Visitors Property
- Sports & Social Clubs for the benefit of employees

Please note, this confirmation of insurance letter is issued as a matter of information only, and confers no rights on the holder, further this confirmation of insurance letter in no way overrides the terms, exceptions or conditions of the actual policy document issued by the insurer.

Yours sincerely



**REMMINGTON ZVIRIME**

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