

SOCCER INSURANCE SOUTH AFRICA

ARRANGED AND ADMINISTERED BY



DELPHISURE GROUP INSURANCE BROKERS



PLAYERS & OFFICIALS

01 AUGUST 2016 – 31 JULY 2017

NON-DISCLOSURE
AND
NON-CIRCUMVENTION

WHEREAS DELPHISURE GROUP INSURANCE BROKERS (CAPE) (PTY) LTD (hereinafter referred to as DELPHI) specialize in the business of Insurance, re-insurance, funding and similar Risk Management Structures.

AND WHEREAS DELPHI has in conjunction with various other companies and, subsidiaries developed a unique insurance program that includes but is not limited to International re-insurance, that it considers as proprietary and is desirous of maintaining and preserving its content, contracts, marketing concepts and program along with the indenture and all the ancillary documentation.

In addition, **DELPHI** has devised the monetary cost of development, implementation thereof, the introduction of systems, networking, computer support, programming, etc (hereinafter referred to as **PRODUCT**).

AND WHEREAS DELPHI desires to preserve for its own benefit the relationships, the course of dealing and programs, marketing concepts and ideas, industry contracts, advertising techniques, current and future clients and entities or clients that they have cultivated.

This model has now been extended to this client as a group (All Football Bodies in South Africa) on the basis that a license fee has been paid for each year such program has been used / employed by such Bodies.

Due to the above **PRODUCT** being employed by the client, any party that has privy to the **PRODUCT** is to retain the contents of all such **PRODUCT** as **STRICTLY CONFIDENTIAL**. The unlawful use of such **PRODUCT** without the payment of an annual agreed license fee to **DELPHI** shall be deemed as a breach of such rights that **DELPHI** has to the **PRODUCT** and may result in **DELPHI** seeking equitable relief for such breach.

PERSONAL ACCIDENT INSURANCE POLICY

STRICTLY CONFIDENTIAL

The Underwriters agree to provide benefits to the policyholder for the insured events described in this policy

- which occur during the period of insurance
- which exceed any minimum amount for a claim set out in this policy (if any)
- less any first amount payable by the policyholder in terms of this policy

provided all premiums due have been paid on or before the first working day of each month.

This policy is managed by **Delphisure Group Insurance Brokers (Cape) (Pty) Ltd** representing the Underwriters in terms of a binder agreement or any future issue of the aforementioned binder agreement. Changes to participating Underwriters may be made from time to time. For the purposes of this policy, Delphisure and the Underwriters are treated as a common entity referred to as the company.

This policy is an important document. Please read it carefully to ensure that it correctly reflects policyholder intentions accurately. If there are any matters which require clarification or correction please inform

Delphisure Group Insurance Brokers (Cape) (Pty) Ltd

**PO Box 3388
Tygerpark
7536**

**Telephone: 021 914 1700
Mobile: 079 850 4966
Fax: 021 914 1740
E-mail: soccer@delphisure.com**

who arranged the policy. Benefits provided will continue on the basis of this policy until a formal agreement is received from the company that any change requested will be made.

With respect to legal process the company chooses as domicilium citandi et executandi

**Delphisure Group Insurance Brokers (Cape) (Pty) Ltd
2nd floor Delphi Arena Building
1 Old Oak Rd.
Tygervalley
7535**

and the jurisdiction of the Cape High Court. At the sole discretion and direction of the company any action brought against the company must be first heard in the Bellville Magistrates Court.

POLICY SCHEDULE

The policyholder : The South African Football Association (SAFA),
the National Soccer League,
the Premier Soccer League (PSL),
being others / members as described in categories A, B and C below.

Category A policyholders - Registered and contracted PSL Professional Players, benefits apply on a 24 hour basis.

PSL Head Office and Club Officials as agreed with the Company provided such Officials are named in advance - benefits apply on a 24 hour basis.

Category B policyholders - All registered players, referees, referees assistants - benefits apply only whilst members are playing football and/or practicing and/or officiating and/or whilst attending football games, functions or events organised, or sanctioned or recognised by SAFA, and/or including travelling away from their homes or usual places of abode to and/or from such football games, functions and/or events without any interruption in the journey.

Category C policyholders - All registered and nominated head office, club and regional officials as agreed in advance with the company by name and accepted by the company, applicable during business activities only.

Individual policyholders must be registered at the commencement of each and every football season with their respective controlling body (being either of the PSL or SAFA) and benefits applied can commence during any one period of insurance only with or after such registration. Individual policyholders whose registration/membership is relinquished or withdrawn for any reason during any period of insurance are automatically excluded from this policy from the date of registration/ membership being relinquished or withdrawn. Registered affiliated clubs included as policyholders may not insure more than 10 (ten) nominated club officials/employees per registered affiliated club under this policy unless otherwise agreed in advance with the company.

Non-playing football club members, whether registered or not, and supporters and volunteers who are not officiating at football games, functions or events organised, sanctioned, or not recognised by SAFA / PSL, are not insured by this policy. Owners, directors or staff of sub-contracted service providers (e.g. security firms, caterers, maintenance or other contractors, and such like) are not insured by this policy.

Policyholder address: For all purposes of notification or communication in connection with this policy the address of the policyholder shall be:

**The South African Football Association
76 Nasrec Rd.
SAFA House
Nasrec Ext. 3
Johannesburg
2000**

**The Premier Soccer League
PSL Place
2 Winchester Rd.
Cnr. Jan Smuts Ave. &
Winchester Rd.
2193 Parktown**

**PO Box 910
Johannesburg
2000**

**PO Box 15740
Doornfontein
2028**

and/or any future address agreed among the parties hereto.

Policy benefits limit:	<p>Except as may otherwise be provided for hereunder, any and all claims made under this policy will be limited by the benefit schedule set out below, or by any benefit schedule issued as an amendment to this benefit schedule from the date of such issue.</p> <p>Benefits provided by this policy with respect to death and/or permanent total disablement are to be paid in equal proportions to</p> <p>(a) the recognised dependents/family of the policyholder and</p> <p>(b) to the PSL controlling body or to the SAFA registered affiliated club of which the policyholder is a member,</p> <p>after deduction of all expenses and costs paid by any party arising out of the insured events, but this deduction may in no circumstance exceed a maximum of 5% of the total death or permanent total disablement benefit payable and in every case the amount so deducted will be determined and approved by the company: this proviso does not apply to benefits with respect to temporary total disablement, to medical and other expenses, or to benefits arising under the policy extensions.</p> <p>Any death benefits payable in terms of (a) above shall be paid in the first instance to the spouse, failing which benefits will be payable pro rata to all children whose familial rights (and/or legal dependency) are proven to the satisfaction of the company within 40 days of death. Benefits in respect of professional players resulting in death and permanent disablement from a motor accident are limited to 25% of the benefit and to a maximum of R1 000 000.</p> <p>Players aged under 29 years will be paid permanent total disablement benefits at 50% only of the benefit set out in the benefit schedule, reducing to 25% only of the benefit in their 29th year, and reducing further to 10% only for players aged 30 years or older.</p> <p>This policy carries an annual aggregate benefit limit for all claims and benefits arising during any one period of insurance of R30 000 000.</p>
Period of insurance:	1 August 2016 to 31 July 2017, both dates inclusive, and annually thereafter for any period during which this policy is renewed.
Anniversary date:	1 August
Premiums:	<p>As reflected on the policy schedule - paid in advance or as agreed with the company from time to time. This amount includes VAT, licence and administration fees.</p> <p>The company shall not be obliged to accept premium tendered after inception or after the first day of any month but may do so upon such terms as it at its sole discretion may determine. In the event that premium is so rejected by the company, benefits by this policy will cease forthwith.</p>
Underwriters:	As reflected on the policy schedule.
Agency:	Delphisure Group Insurance Brokers (Cape) (Pty) Ltd

BENEFIT SCHEDULE

Date of issue : 1 August, 2015

The policyholder	Capital amount insured (minimum benefit R20 000 per claim)		Temporary total disablement (accident only)			Medical and other expenses (accident and disease)		
	Death (accident only)	Permanent total disablement (accident only)	Maximum amount insured	Waiting period	Maximum number of weeks	Minimum claim	First amount payable by the policyholder	Amount insured
Category A	42 months salary, but not exceeding R4 000 000	42 months salary, but not exceeding R2 500 000	R8 000 per week (x75% after 11 weeks)	8 weeks	52 weeks, after the waiting period		20% of claim, minimum R5 000	R100 000 within the Republic of South Africa R500 000 world-wide outside the Republic of South Africa
			The maximum payment arising out of any one insured event, and in any one period of insurance for any combination of the above benefits : PSL Premier League R500 000 PSL First Division R250 000					
	Death (disease only)	Permanent total disablement (disease only)	Temporary total disablement (disease only)			Repatriation expenses (accident and disease)		
	NIL	42 months salary, but not exceeding R1 500 000	R8 000 per week (x75% after 11 weeks)	8 weeks	52 weeks, after the waiting period	Excluding any costs arising for repatriations of less than 100 km	R500	R10 000 within the Republic of South Africa R500 000 world-wide outside the Republic of South Africa
			The maximum payment arising out of any one insured event, and in any one period of insurance for any combination of the above benefits : PSL Premier League R500 000 PSL First Division R250 000					
The policyholder	Capital amount insured (minimum benefit R20 000 per claim)		Temporary total disablement (accident only)			Medical and other expenses (accident and disease)		
	Death (accident only)	Permanent total disablement (accident only)	Maximum amount insured	Waiting period	Maximum number of weeks	Minimum claim	First amount payable by the policyholder	Amount insured
Category B & C as agreed by the Company	60 months salary, but not exceeding R1 500 000	60 months salary, but not exceeding R1 500 000	Current football earnings up to R1 500 per week	4 weeks	52 weeks, after the waiting period		20% of claim, minimum R2 500	R35 000 within the Republic of South Africa, increasing to R100 000 for players registered with the National First Division. R500 000 world-wide (outside the Republic of South Africa)
	Death (disease only)	Permanent total disablement (disease only)	Temporary total disablement (disease only)			Repatriation expenses (accident and disease)		
	NIL	60 months salary, but not exceeding R1 000 000	Current football earnings up to R1 500 per week	4 weeks	52 weeks, after the waiting period	Excluding any costs arising for repatriations of less than 100 km	R500	R5 000 within the Republic of South Africa R250 000 world-wide (outside the Republic of South Africa)

OPTIONAL EXTENSIONS SCHEDULE

The extension listed below apply only to the respective category if “yes” has been recorded under either:

Category A

Category B

		Category (A)	Category (B)	LIMIT OF INDEMNITY
1.	Bereavement benefit	YES	YES	R10 000
2.	Hospitalization benefit	YES	NO	R100 000
3.	Major medical event expenses	YES	NO	R100 000

Cover, where indicated and applicable is subject to the terms expressed under the relevant extension below.

The optional extension as elected by Soccer Category/SAFA is only to apply to SAFA registered players and members including nominated officials as agreed under Category C and operates at any time.

Critical Illness Benefit

The Policy extends to include Benefits that may arise from a Critical Illness which, following reasonable medical advice, results in the insured Person vacating the position held in the following categories;

- o Listed Executive and National Executive Committee Members
- o PSL League Club Chairman
- o PSL Executive Committee Members
- o Any other position as agreed to by the Underwriters

It is a condition and requirement, applicable to this extension, that full names and ID numbers of each insured person shall be submitted to insurers (which shall be shown under the schedule of insurance) prior to cover being attached; in the alternative, if applicable, such position may be reflected in groups under the policy insurance schedule.

Cover is limited to R 250 000.00 for any Insured Person, however: the benefit may be increased at the discretion of underwriters, following the submission of satisfactory documentation and associate information as required by Underwriters. Cover is **not additional** to any other cover provided under this policy.

Maximum limit of cover provided under this extension is R 750 000.00 any one insured person and in the aggregate per policy Anniversary date.

This extension is always subject to all Terms, Conditions and Exclusions of the policy.

INSURANCE PROVIDED

Insured events

The company will pay benefits as set out in the benefit schedule appended hereto to any policyholder (or to the legal representative of the policyholder if the policyholder dies) who, being under the age of seventy (70) years at the date of accident or disease (being any disease first diagnosed during the period of insurance)

(a) in the event of an accident, suffers, within twelve months of the date of accident, any of the consequences detailed below.

(b) in the event of disease of any kind, suffers, within twelve months of the date of disease, any of the consequences detailed under 2 through 4 below (this excludes the death of the policyholder).

CONSEQUENCE	AMOUNT PAYABLE
1. Death	the capital amount.
2. Permanent total disablement being any continuous period of total disablement which exceeds 12 months and for which a registered medical practitioner (approved by the company) certifies that there is no likely prospect of improvement or recovery	the capital amount (<i>payment in respect of death and permanent total disablement is not cumulative</i>).
<p>If, in the event of an accident or disease, the status of the policyholder is changed from that of temporary total disablement to one of death or permanent total disablement, any payments already made in respect of temporary total disablement will be deducted from the capital amount payable with respect to death or permanent total disablement.</p>	
3. Temporary total disablement	the weekly amount payable within the maximum number of weeks stated and during which the policyholder is totally disabled after the waiting period.
4. Medical and other expenses, including manipulation and massage therapy, nursing, medical supplies and transport	expenses incurred and approved in advance and in writing by the company. Amounts paid out by any medical aid, the Road Accident Fund, or as Occupational Health and Safety Benefits or by any other third party having a legal liability for expenses so arising must first be deducted from any claim for medical expenses claimed against this policy.

Total disablement, whether permanent or temporary, refers specifically to the ability of the policyholder to continue in their activities as a football player and/or as full-time registered members, officials, and employees of the South African Football Association (SAFA), the National Soccer League, the Premier Soccer League (PSL), and/or as officials/employees of their registered affiliated clubs.

In the event that the policyholder recovers sufficiently from any permanent total disablement to be able to resume complete responsibility for their prior occupation (whether as player, or as a registered member, official, or employee) then any capital amount paid by the company shall be immediately refundable in full together with interest from the date of the original payment. Interest will be calculated at prime rate (as certified on request of the company by ABSA Bank Limited). Continued employment of such person in another capacity, and such capacity shall be limited to clerical or administration duties only, will not invoke this policy term. With respect to the recovery of a player returning to playing form, any season during which the player participates in five (5) or more games and training sessions at the same or equivalent level of play immediately prior to the accident or disease is deemed to constitute a full recovery.

Statutory provisions relating to the payment of benefits under this policy at all times override any benefit provided for hereunder (e.g. s.50 of the *Short-term Insurance Act*, no 53 of 1998).

Definitions

Salary

For the purposes of this policy salary as provided for in the schedule of benefits will be determined on income derived from football activities, as substantiated by an appropriate statutory pay slip or salary slip and calculated as the average annual income received over the twelve (12) months immediately prior to the date of an accident or disease.

Joining fees, bonuses, signing on fees, allowances, accommodation, travel costs, and any similar out-of-pocket remuneration does not constitute income for the purposes of this definition.

Football

In this policy the term football is used to represent the game of soccer or association football as played in South Africa under the rules and/or administration and/or patronage of the PSL and/or SAFA.

Waiting period

The period following an insured event during which no claim will be admitted unless the injury or disease extends beyond the stipulated period and beyond which the benefit becomes payable. No benefit will be payable during or for the period of any waiting period.

EXTENSIONS

Benefits for the following extensions are optional, the selected options being reflected in the optional extensions schedule above.

For any one policyholder the benefit payable under any selected extension below is withdrawn following any claim accepted and settled from the date of such final settlement and for a period of 36 months following (notwithstanding that the individual policyholder may or may not be insured by the policy during this time).

1. Bereavement

In addition to the amount of any death benefit payable the policy provides for bereavement expenses payable to the spouse and children of the beneficiary policyholder up to the maximum amounts specified in the optional extensions schedule above and arising out of any one insured event or series of events involving one policyholder during the 12 consecutive months following the date of death, and disbursed to any such beneficiaries on a pro-rata basis by the company, or on any other basis deemed appropriate by the company.

2. Major medical event expenses

In addition to the amount of any benefit (other than a death benefit) payable to any policyholder in the event of their suffering any one or more of the following diseases or major medical events the policy provides for expenses payable arising out of medical and specialist treatments, including hospitalisation and related expenses, up to the maximum amounts specified in the optional extensions schedule above and arising out of any one insured event or series of events involving one policyholder during the 12 consecutive months following the date of accident or disease.

Diseases and major medical events insured by this extension:

Paraplegia : total and irreversible loss or loss of use of both legs or arms, but ***excluding*** such loss where it has been caused by an accident as insured by (a) of the insured events described in this policy.

Cancer : the presence and treatment of one or more tumours classified as malignant and characterised by the uncontrolled

growth and spread of malignant cells and the invasion of normal tissue, inclusive of lymphoma and leukaemia, but **excluding** all skin tumours and/or cervical cancer *in situ*.

Coronary artery surgery : being definite coronary artery disease diagnosed via accepted angiograph testing and directly resulting in surgery to all or part of the diseased coronary arteries, but **excluding** percutaneous angioplasty (percutaneous coronary intervention - insertion of a stent) and/or any intra-arterial procedures not necessitating thoracotomy.

Heart valve surgery : the first occurrence of open or endoscopic heart valve surgery, performed to replace or repair one or more heart valves, as a consequence of defects that cannot be repaired by intra arterial catheter procedures alone (e.g. percutaneous coronary intervention and/or any intra-arterial procedure). The surgery must be performed on recommendation by a consulting cardiologist.

Heart attack : an ischaemic event to the myocardium (heart muscle) resulting in death of part of the myocardium (myocardial infarction).

Stroke : a cerebrovascular incident or inoperable brain tumour resulting in neurological sequelae of a permanent nature. This includes infarction of brain tissue, intracranial and/or subarachnoid haemorrhage and embolization from an extracranial source.

Blindness : total and irreversible loss of vision in both eyes, but **excluding** blindness where it has been caused by an accident as insured by (a) of the insured events described in this policy.

Kidney failure : end-stage renal failure presenting as chronic irreversible failure of both kidneys to function adequately and resulting in the implementation of regular renal dialysis.

Major organ transplant : the undergoing (as a recipient) of a transplant of the heart, liver, pancreas, bone marrow, or one or both of either of the lungs or kidneys.

Multiple sclerosis : a disease characterised by demyelination in the brain and spinal cord. It is a provision of this policy that the diagnosis must be unequivocal and made by a consulting neurologist; there must be more than one episode of well defined neurological deficit with persisting neurological abnormalities and with at least 25% impairment of function. Diagnosis should be supported by confirmatory neurological investigations, e.g. lumbar puncture, evoked visual responses, evoked auditory responses, magnetic resonance imaging, and evidence of lesions in the central nervous system.

Motor neuron disease : significant persistent progressive neurological deficit resulting in a permanent inability to perform at least three of the six activities of daily living listed below -

- the ability to shower or bathe
- the ability to dress or undress
- the ability to use the toilet to maintain personal hygiene
- the ability to get out of bed and/or chair
- the ability to get food from a plate into the mouth
- the ability to control bowel and bladder function.

Alzheimers : the deterioration or loss of intellectual capacity or abnormal behaviour arising from Alzheimer's disease or irreversible organic disorders (excluding neurosis and any psychic illness) resulting in significant reduction in mental and social functioning and requiring the eventual supervision of the policyholder. The diagnosis must be clinically confirmed by an appropriate consultant and confirmed by the company's medical consultants.

This extension is subject to a minimum first amount payable of R5 000, or 20% of the final cost of claim, whichever is the greater.

3. Hospitalisation

Unless otherwise insured by this policy (see (a) and (b) of *insured events*) and subject to the prior approval of the company, the company will pay to any policyholder (or to the legal representative of the policyholder if the policyholder dies) the cost of hospital admission from any cause whatsoever provided it is a prerequisite of such hospitalisation that the policyholder is required on medical advice to remain for a minimum period of 48 hours in hospital prior to discharge or release.

The maximum amount payable under this extension is specified in the optional extensions schedule above and for any one event or series of events involving one policyholder during the 12 consecutive months following the date of accident or disease. Any other benefit provided by this policy or recoverable from any other source must be exhausted before any payment may be admitted under this extension.

This extension is subject to a minimum first amount payable of R5 000, or 20% of the final cost of such hospitalisation, whichever is the greater.

EXCLUSIONS

1. War risks

Benefits are not provided for death, injury or disease caused if an accident occurs whilst the policyholder is participating or taking part in, controlling, preventing, suppressing, or is directly involved with any civil commotion, labour disturbances, riot, strike, lockout, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion, or revolution.

2. War Damage Act

Benefits are not provided for death, injury or disease caused directly or indirectly as a consequence of any occurrence for which a fund has been established in terms of the *War Damage Insurance and Compensation Act*, no.85 of 1976 or any similar act operative in any territories to which this policy may apply.

3. Radioactivity

Benefits are not provided for death, injury or disease caused directly or indirectly, by or arising from ionising radiation or contamination, by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion combustion includes any self-sustaining process of nuclear fission.

4. Deliberate act

Benefits are not provided for death, injury or disease related to or caused by any deliberate, wilful, or wanton act by the policyholder or by any person conspiring with the policyholder.

5. Suicide

Benefits are not provided for death, injury or disease resulting from any intentional self-injury, suicide, or attempted suicide, or deliberate and needless exposure to unusual danger, any criminal act, any mental disease, nervous anxiety, depression, emotional disorder, or stress related conditions or complaints, even where such conditions arise out of a particular or otherwise insured injury or disease.

6. Substance abuse/ alcohol abuse

Benefits are not provided for death, injury or disease where the use of alcohol, drugs, or performance enhancing substances as identified by the 2008 Prohibited List (International Standard : and as updated from time to time) published by the World Anti-doping Agency (WADA), can be deemed to have contributed to the claim.

Benefits are not provided in the event of a motor accident where the blood alcohol content in the vehicle driver's blood exceeds the legal limit as specified under s.32 of the *National Road Traffic Act*, no.93 of 1996 or any such of its legal successor acts as may be promulgated from time to time.

7. Compliance

Benefits are not provided for death, injury or disease arising out of any deliberate violation of laws, player or employment contract conditions, rules or regulations, whether these be those of SAFA, the PSL, international organising football bodies, any other sport governing body, or of Parliamentary Statute, and which may give rise to a possible claim under this policy.

8. Contract limitations

Insofar as any contractual limitations are imposed upon the policyholder in terms of any employment arrangement with the PSL or SAFA these limitations, if invoked by the PSL or SAFA will apply equally as exclusions under this policy.

9. Degenerative disease

Benefits are not provided for death, injury or disease arising from the effects or consequences of osteoarthritis or any other degenerative disease (whether musculoskeletal or mental/ nervous/ neurological or organic) where this is deemed to have contributed to the circumstances of any such death, injury or disease.

10. Pre-existing injury or disease

Benefits are not provided for death, injury or disease from insured events which arise out of, or are influenced, exacerbated, or caused by any pre-existing injury, disease, condition, incapacity, handicap or similar limitation (notwithstanding that the policyholder believes the condition to be fully cured, rehabilitated or alleviated).

11. AIDS, STD's and related sequelae

Benefits are not provided for death, injury or disease from insured events which arise out of or are directly or indirectly related to or in consequence of acquired immune deficiency syndrome (HIV/AIDS), or AIDS related complex (ARC) howsoever this may have been contracted, abnormal pregnancy, miscarriage or abortion, infertility or fertility treatment, any sexually transmitted disease, cosmetic surgery or other treatments which are not generally accepted as being medically necessary, or any of the sequelae thereof.

12. Refusal to take medical advice

Benefits are not provided for death, injury or disease where the policyholder fails to follow the reasonable advice of a registered medical practitioner, including during any period of recovery from injury or disease.

CONDITIONS

1. Claims

The policyholder must tell the company as soon as possible of a claim (and in all events **within 30 days** of the happening of an insured event) or if anything happens which results or might result in a claim being made, and after that must give the company all the information and cooperation it may reasonably ask for, along with a completed claim form in the prescribed format. Any communication which the policyholder receives regarding the claim must be sent to the company without delay.

All claims must be accompanied with satisfactory medical evidence of injury or disease (and, in the event of death, a duly completed death certificate), and proof of age. The company may request and must be provided with the results of any drug or dope tests carried out, and where they have not been carried out, may request such tests to be carried out, if required, by a medical testing service of the company's choice.

Upon settlement of any claim the company requires a signed release for any and all further claims arising from the same insured events for the same policyholder.

2. Company's rights after an event

On the happening of any insured events in respect of which a claim is or may be made under this policy, the company may, without thereby incurring any liability and without diminishing the right of the company to rely upon any of the terms of this policy, take over and conduct in the name of the policyholder the defence or settlement of any claim and shall have full discretion in the conduct of any proceedings and the settlement of any claim.

3. Time limits for claims

The company will not be liable for any claim which has not been finalised as a result of any delay by the policyholder in the twelve-month period after the occurrence which caused the claim unless the claim is the subject of litigation or pending legal action. Claims will be considered as withdrawn and the company will have no further liability to meet such claims if the policyholder does not commence legal action against the company within 90 days of the company telling the policyholder in writing that it will not accept a claim made by the policyholder.

This condition will be suspended during any time that a disputed claim is under review by the Insurance Ombudsman. The Ombudsman may be contacted at:

Sunnyside Office Park		PO Box 32334,
5 th floor, Building D		Braamfontein.
33 Princess of Wales Terrace		2017
Parktown		
Telephone	011 726 8900	Fax. 011 726 5501
Sharecall	0860 726 890	e-mail info@osti.co.za

4. Continuation of policy

(a) If premiums are not received by the company by due date, the policy shall be deemed to have been cancelled at midnight on the last day of the preceding month during the period of insurance for which premium has been received unless the policyholder can show that failure to make payment was an error on the part of the bank or paying agency mandated to process the transaction, and that the bank or paying agency had been duly and timeously furnished with the necessary funds to make payment. Due date is the first day of every calendar month.

(b) On notification or acceptance of a claim in terms of this policy benefits will cease for the affected policyholder until a registered medical doctor is able to issue a certificate declaring the policyholder fully fit and such certification is acknowledged and accepted in writing by the company. Benefits will be reinstated on the date of such acceptance.

5. Cancellation

The policyholder may cancel this policy at any time. The company may cancel the policy by giving 30 days notice in writing delivered to the address of the policyholder as recorded in the schedule hereto.

6. Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular term, insured events, benefits provided or policy extension of this policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

7. Changes in circumstances, terms and rates

The policyholder must ensure that the company is aware, at all times, of any circumstances which might increase the possibility of a claim, and that the company has agreed to accept this increased risk.

The company may amend any terms, conditions, exclusions and premiums provided 30 days written notice is given to the policy holder of any such amendments.

8. Premium adjustments

To the extent that premiums are based upon declarations of registered members, officials, football players (including players registered with the National First Division), and employees of the PSL and SAFA and registered affiliated clubs, the policyholder shall furnish the company with such particulars and information as the company may require for the purpose of recalculation of the premium with respect to any period of insurance.

9. Medical certificates

Any professional football player insured in terms of this policy must undergo annually a medical examination carried out by a registered medical doctor during the three months prior to any policy renewal, and satisfactory certification of fitness must be supplied to the company before benefits will incept. Late submission of such certificate will result in suspension of benefits until the required certificate is made available.

10. Fraud

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by the policyholder or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by wilful act or with the connivance of the policyholder, the benefit afforded under this policy in respect of any such claim shall be forfeited.

11. Disputes

Any dispute in relation to this policy, the benefits afforded, or the manner of settlement shall be resolved in consultation by a committee comprising a senior manager of the company together with an executive member of SAFA or the PSL, and, subject to final ratification by the Underwriters, shall be binding upon all parties to this policy.