

# APPENDIX I

## Insurance Part 1 - Combined Liability Insurance

### 1. GENERAL

CAMS has arranged Combined Liability Insurance through its official brokers, Aon Risk Services.

In general terms, CAMS, its members and officials, volunteers and/or individual affiliated Clubs and their members and officials and volunteers (and in certain circumstances as detailed below, also entrants and drivers) and/or CAMS licence holders and/or land owners and/or lessees of property and/or land managers and/or land administrators and/or sponsors for their respective rights and interests, are indemnified subject to the terms and conditions and limitations of the master policy in respect of any claim up to the limit of indemnity, which they may become legally liable to pay arising from injury or disease (fatal and non-fatal) or personal loss of or damage to property caused by an occurrence in connection with authorised motor sporting events or related activities.

Subject to the provisions mentioned below, CAMS permitted events are automatically insured.

The insurance has been arranged on the understanding that:

- (i) fees payable in respect of the policy shall be payable to CAMS
- (ii) Clubs, promoters and organisers shall conform to the requirements of the National Competition Rules of CAMS; and
- (iii) all events insured must be approved by CAMS and an authorisation given by issue of permit (or otherwise).

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 is set out in the master contract.

### 2. COVER PROVIDED

The policy indemnifies CAMS, its members and officials and volunteers, and/or individual affiliated Clubs and their members and officials and volunteers, and/or land owners and/or lessees of property and/or land managers and/or land administrators and/or sponsors and others as per the insurance policy. The indemnity is granted by the policy as a result of an occurrence in connection with the control and organisation of motor sport permitted by CAMS.

### 3. SOME OF THE MAJOR INCLUSIONS IN THE POLICY

The policy includes:

- (i) an individual participant's legal liability (as defined in the policy) in connection with each event but excludes such legal liability of a driver and/or entrant and/or crew in a competing vehicle to other drivers and/or entrants and/or crews in competing vehicles, whilst both are

competing and/or practising in any form.

Nevertheless, for events where Compulsory Third Party Insurance is required by law, individual participant's legal liability as granted by the policy is inoperative to the extent of such Compulsory Insurance other than where, in the circumstances of the particular event, Compulsory Third Party Insurance is not addressed by or specifically excluded by Law.

- (ii) costs incurred with the consent of the underwriters in defending any action, whether the action is successful or otherwise.
- (iii) the legal liability of any club for claims against it by officials
- (iv) liability arising out of practice sessions/racing driver activities/motor sport training courses
- (v) liability of landowners and/or sponsors
- (vi) liability arising from food and/or drink poisoning
- (vii) liability of a Club member to another Club member (excluding whilst competing)
- (viii) liability to passengers in competition vehicles not participating in any race
- (ix) liability to students engaged in work experience

### 4. AMOUNT OF COVER

- \$100,000,000 for General Liability (any one occurrence)
- \$100,000,000 for Product Liability (any one period of insurance)
- \$5,000,000 for Professional Indemnity (any one period of insurance)

### 5. SOME MAJOR EXCLUSIONS TO THE POLICY

- (i) Claims by persons in the employ of the assured.
- (ii) Claims in respect of damage to property owned or occupied by or in the care, custody or control of the assured or any servant of the assured but this exclusion shall not apply to:
  - (a) patrons' cars and/or their contents
  - (b) vehicles required for scrutineering or impounded in a *parc fermé*
  - (c) premises, including contents thereof occupied for purposes of a meeting
  - (d) premises occupied as a tenant but only in respect of loss or damage consequent upon fire, lightning, explosion, water discharged or leaking from pipes or water system or vehicle impact
- (iii) liability of one participant to another.

### 6. MAIN CONDITIONS

The policy requires that:

- (i) all instances of injury or damage likely to give rise to a claim under the policy shall be notified to the nearest CAMS office immediately on the occurrence of such an incident
- (ii) no admission of liability or promise of payment to any third party shall be made without the consent of the underwriters

(iii) all claims for damage to property are subject to an "excess" payable by the event organiser on settlement of the claim.

#### 7. FEES

No separate fees are payable for insurance. Cover is automatic upon the issue of an organising permit, or otherwise as specifically provided for.

#### 8. OUTSIDE AGREEMENTS

If an organising club is required to enter into a Hold Harmless Agreement, all such requests should be referred to CAMS, prior to signing, so that a copy of the Hold Harmless Agreement approved by underwriters can be obtained. Only this agreement is to be signed.

#### 9. COMPULSORY THIRD PARTY INSURANCE

When a competing vehicle is registered, and is required by State or Territory law to carry a third party policy, the master policy of CAMS does not cover the individual participant's liability for personal injury or property damage to the extent of such Compulsory Insurance, other than where, in the circumstances of the particular event, Compulsory Third Party Liability Insurance is not required by or specifically excluded by Law.

The liability of the organisers and/or CAMS is, however, covered at all times in such circumstances.

#### 10. CLAIMS PROCEDURE

In the event of any incident which may give rise to a claim, the organisers are required to inform the State and/or National offices of CAMS immediately.

The most important points to be borne in mind upon the happening of an incident likely to involve a claim are:

- (i) full details of the circumstances should be obtained on the spot by completing an Accident and/or Incident Report form.
- (ii) the names and addresses of all witnesses (preferably independent) should be noted
- (iii) a sketch plan of the course in the immediate vicinity of the incident showing with rough measurements, the relative position of the cars and any injured persons, should be prepared; and
- (iv) no admission of liability or promise of payment should be made to any injured party.

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