



Motorcycling Australia Limited

Primary General and Products Liability with Professional Indemnity

31st October 2021 to 31st October 2022

Policy wording

General Public and Products Liability Policy

1. The Cover

1.1. Legal Liability

In consideration of the Named Insured having paid or agreed to pay the premium stated in the Schedule and subject to the terms, Definitions, Exceptions, Conditions, provisions and Limits of Liability set out in this Policy, the Insurer shall pay to or on behalf of the Insured, all sums which the Insured shall be legally liable to pay in respect of:

- a. Injury to any person;
- b. Damage to property;
- c. Advertising Injury,
- d. Professional Liability

occurring within the Geographical Limits during the Period of Insurance as a result of an Occurrence happening in connection with the Insured's Business.

1.2. Other Costs

With respect to the cover provided by this Policy, the Insurer will pay the following costs and expenses inclusive of the Limit of Liability:

- a. all legal costs and other expenses incurred with the written consent of the Insurer in the investigation, defence or settlement of any claim or suit, or the bringing or defending of appeals in connection with such claim or suit;
- b. all charges expenses and legal costs recoverable from the Insured by claimants in connection therewith;
- c. all costs and expenses incurred by the Insured for legal representation at any appeal, coroner's inquest, royal commission, fatal accident inquiry, court of summary jurisdiction, or an indictment in a higher court or administrative tribunal, a governmental inquiry, any inquiry or hearing of a disciplinary nature held before a properly constituted inquiry board, committee or authority, or any other inquiry relevant to the cover under this Policy;
- d. expenses incurred by the Insured for first aid rendered for injury to others at the time of an Occurrence;
- e. all expenses incurred by the Insured for temporary repairs, shoring up or protection of property of others that has been damaged as a result of an Occurrence which may be the subject of indemnity under this Policy;
- f. all post-judgement interest that accrues on the Insurer's portion of any judgement after entry of judgement until the Insurer has paid, tendered or deposited in court such part of the judgement as does not exceed the Limit of Liability;
- g. all premiums on appeal bonds and security for costs required in any suit and pay premiums on bonds to release attachments in any suit for an account not in excess of the applicable Limit of Liability of this Policy, but the Insurer shall have no obligation to apply for or furnish any such bonds or security for costs.

In jurisdictions where the Insurer may be prevented by law or otherwise from carrying out its obligations or paying costs and/or any of the expenses described in this Clause 1.2, the Insurer shall pay such costs or expenses incurred for others to carry out such actions and payments on its behalf provided that such costs or expenses are incurred with the Insurer's written consent.

1.3. Duty to Defend

Even if the allegations of a claim are groundless, false or fraudulent, and/or there exists circumstances that might reasonably result in a claim, the Insurer has the right (and duty) to investigate any such circumstances and defend any claim against the Insured to which cover under this Policy applies (or would apply if the claim was sustained) and the Insurer may make such investigations and settlement as the Insurer deems expedient.

2. Deductible(s)

Each Occurrence arising under clause 1.1 is subject to the Deductible specified in the Schedule. The Insurer's liability shall apply only to that part of the amount required to dispose of a claim which exceeds the Deductible. Furthermore, in the case of liability payments and legal expenses which fall to be borne by the individuals (insured hereunder) personally and for which the Insured organisation under this Policy may not indemnify them, the Deductible shall be "nil".

3. Limits of Liability

The limit of the Insurer's liability in respect of any one Occurrence shall not exceed the Limit of Liability stated in the Schedule.

The total aggregate liability of the Insurer during any one 12-month period commencing from the inception of this Policy for all claims shall not exceed the Limit of Liability stated in the Schedule.

4. Interpretation

4.1. Definitions

For the purpose of this Policy, the following definitions apply wherever used within this Policy:

"Advertising Injury" means:

- a. libel, slander or defamation
- b. infringement of copyright, title, trademark, service mark, trade name or slogan
- c. unfair competition or idea misappropriation under an implied contract
- d. invasion of privacy
- e. unintentional breach of the misleading and deceptive conduct provisions or any consumer protection legislation or similar legislation of any country, state or territory committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast, telecast or publish online and arising out of the Insured's advertising activities or any advertising activities conducted on behalf of the Insured, in the course of advertising the Insured's Products, goods or services.

"Aircraft" means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

"Business" includes:

- a. The administration, ownership, promotion, sanction and conduct of motorcycling activity including activity incidental thereto;
- b. Property owners, lessors and lessees including maintenance of the Insured's premises or property for which such responsibility exists;
- c. Any prior activities which have ceased or have been disposed of but for which the Insured may retain a legal liability;
- d. Hire or loan of plant to other parties;
- e. First aid, medical, fire and ambulance services.
- f. Member services including the provision of related:

- (i) Marketing, promotion and industry publications
- (ii) Training and Education
- (iii) Industry advocacy and lobbying
- (iv) Event management for competitions and related advice
- (v) Coaching, accreditation and rules

"Damage" means:

- a. physical injury or damage to or physical loss of or destruction of tangible property including loss of use at any time resulting therefrom;
- b. loss of use of tangible property which has not been physically injured, damaged or destroyed provided that such loss of use is caused by an Occurrence, including but not limited to:
 - 1. denial of access to property, premises, services or facilities;
 - 2. interference with or stoppage of vehicular or pedestrian traffic.

"Employee" means any person under a contract of service or apprenticeship with the Insured.

"Geographical Limits" means anywhere in the World except the United States of America and Canada. Provided that Geographical Limits shall include the United States of America and Canada in respect to:

- a. Products sent into those countries;
- b. Business visits by directors or Employees who are non-resident in such countries;

"Injury" includes:

- a. assault or battery except where committed by or at the direction of the Insured for any purpose other than the prevention or elimination of danger to persons or property;
- b. Advertising Injury;
- c. bodily injury including illness, disability, shock, fright, mental anguish or mental injury, discrimination and death and loss of services resulting therefrom;
- d. false or wrongful arrest, detention or imprisonment, wrongful eviction, malicious prosecution, invasion of privacy, trespass, and humiliation;
- e. trespass to land or other invasion of the right of possession of land;

"Insured" means:

- a. The Named Insured stated in the Schedule and its affiliated State Controlling Bodies namely Motorcycling NSW Limited, Motorcycling Victoria Limited, Motorcycling Queensland Limited, Motorcycling South Australia Inc, Motorcycling Australia Western Australia Inc, Motorcycling Tasmania Inc, Motorcycling Australia Northern Territory Inc. including any subsidiary company thereof whether now existing or created or acquired during the Period of Insurance (including subsidiaries thereof), any affiliated club or affiliated entity and any organisation under the control of the Named Insured or its affiliated State Controlling Bodies and over which it is exercising active management;
- b. any past, present or future Patron, President, Chief Executive Officer, director, General Manager, officer, employee, club secretary, voluntary worker, committee member or sub-committee member of the Named Insured and its affiliated State Controlling Bodies but only whilst acting within the scope of their duties in such capacity;
- c. Fédération Internationale de Motocyclisme;
- d. any Motorcycling Australia Limited accredited official, marshal, coach and/or trainer but only whilst acting within the scope of their duties in such capacity;
- e. any track owner and/or operator, landowner and/or lessee of property, but only to the extent that any claim arises out of a Sanctioned Event

- f. any fire, rescue and medical organisations who supply services to the Insured on a voluntary basis, but only to the extent that any claim arises out of a Sanctioned Event;
- g. any organiser or promoter including, at the discretion of the Insurer any professional or for-profit promoter for its activities in promoting or organising a Sanctioned Event;
- h. any office bearer or member of any club affiliated with the Named Insured or its affiliated State Controlling Bodies (including social clubs), but only whilst acting within the scope of their duties in such capacity;
- i. the personal representatives of the Insured in respect of liability incurred by the Insured whilst acting on behalf of the Insured;
- j. the spouse, partner or any family member of any of the individuals described in sub-clause c. hereof but only while accompanying such person on any commercial trip or function in connection with the Business;

Provided that for the purpose of interpreting this Definition:

- i. such person(s) shall comply with and be subject to the terms, Definitions, Exceptions, Conditions and provisions of this Policy insofar as they can apply.
- ii. each party comprising the Insured shall be considered as a separate and distinct insured party and the words "the Insured" shall be construed as applying to each insured party as if a separate Policy had been issued to each of them and the Insurer waives all rights, remedies or relief to which the Insurer may become entitled by subrogation against any of the Insured in respect of any claim.
- iii. There is no cover under Insuring Clause 1.1.(d) for the person(s) described in sub-clauses c, e, g and j hereof.
- iv. nothing contained in this Definition or Provisos (i) or (ii) or (iii) above shall operate to increase the Insurer's Limit of Liability.

"**Insurer**" means the company or companies named in the Schedule. If there is more than one company, each company shall be separately liable only to indemnify the Insured for that proportion of any claim as is set out in the Schedule.

"**Occurrence**" means an event including continuous or repeated exposure to substantially the same general conditions which results in Injury to any person, Damage to property where such Injury or Damage is neither expected nor intended from the standpoint of the Insured.

Occurrence extends to include any intentional act by or at the direction of the Insured which results in Injury if such Injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

All Injury or Damage to property attributable to one source or original cause shall be deemed one Occurrence.

All claims for Advertising Injury arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants) shall be deemed to be one Occurrence.

In the event of Injury claims arising from latent disease, latent sickness or latent disability, such disease, sickness or disability in respect of each claim shall be deemed to have occurred on the day such condition was first medically diagnosed.

In respect of Insuring Clause 1.1(d) only, **Occurrence** means any actual or alleged act, error or omission committed by the Insured in the conduct of their Business during or prior to the Period of Insurance.

"**Product**" means anything after it has left the custody of the Insured which has been grown, extracted, produced, processed, manufactured, constructed, erected, installed, assembled, sold, supplied, distributed, imported, exported, treated, serviced, altered, repaired or renovated, by the

Insured and includes containers, labels and packing materials, directions, instructions and advice given or omitted to be given in connection with such Products.

Product does not include food or beverages sold from any canteen or vending machine primarily for use of the Insured's Employees and/or food or beverages served to Employees' or guests for consumption on any Insured's premises.

"Professional Liability" means any breach of professional duty or wrongful or inadequate advice given by the Insured in the conduct of their Business, including the rendering of or the failure to render professional medical advice by medical persons engaged by the Insured to provide first aid on the Insured's premises.

"Sanctioned Event" means a specified activity or event that is authorised, permitted or approved by the Named Insured or its affiliated State Controlling Bodies.

"Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons with the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Vehicle" means any type of machine on wheels or on self-laid tracks made or intended to be propelled other than by manual or animal power and any trailer or other attachment whilst attached thereto.

"Watercraft" means any vessel, craft or thing made or intended to float on or travel on or through water.

4.2. Headings

Headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this Policy.

4.3. Plural and Singular

Words importing the singular shall include the plural and vice versa.

4.4. Schedules

Any schedules to this Policy and the provisions and conditions contained in such schedules shall have the same effect as if set out in the body of this Policy.

4.5. Parties

References to parties refer to parties to this Policy.

4.6. Clauses and Schedules

References to clauses and schedules refer to clauses and schedules of this Policy.

4.7. Persons

References to persons shall be deemed to include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of states, government departments and local and municipal authorities in each case whether or not having separate legal personality.

5. Exceptions to Indemnities

The Insurer will provide no indemnity under this Policy for any liability, costs or expense directly or indirectly arising out of or relating to:

5.1. Aircraft and Watercraft

The ownership, possession or use by the Insured of any Aircraft or Watercraft exceeding 15 metres in length. However, this Exception shall not apply to Aircraft or Watercraft hired, leased or chartered to the Insured with a pilot, master and crew supplied.

Notwithstanding Exception 5.1 above, it is understood and agreed that coverage is extended to include the liability for third party property damage and/or third party bodily injury arising out of the use or operation of any drone or remotely controlled aircraft subject always to the following:

- a. The drone or remotely controlled aircraft is used for commercial purposes by the Insured or Insured's employees as part of their business.
- b. The drone or remotely controlled aircraft is not used in known violation of any federal, provincial or civil legislation including invasion of privacy or any flight in a restricted area where the use of drones or remotely controlled aircraft is forbidden by law.
- c. The maximum weight of the drone or remotely controlled aircraft in flight including any camera equipment does not exceed 5 kilograms.
- d. The drone or remotely controlled aircraft does not fly more than 500 metres above ground level at any time.
- e. The drone or remotely controlled aircraft is not used within a radius of 5 miles of any operational airfield.
- f. The drone or remotely controlled aircraft is not used during the hours of darkness.
- g. Operators of drones or remotely controlled aircraft are either qualified where required by local aviation authority or specifically trained in the operation of the specific device being used.
- h. The drones are not used for any military use.

5.2. Vehicles

The ownership, possession or use by the Insured of any Vehicle that is required by law to be registered. But this Exception 5.2. does not apply:

- a. where the claim for Damage:
 - i. is caused by or arises from the delivery or collection of goods to or from any Vehicle where Damage occurs beyond the limits of any carriageway or thoroughfare;
 - ii. arises out of the loading or unloading of or the delivery or collection of goods to or from any Vehicle used in work undertaken by or on behalf of the Insured but not in the physical or legal control of the Insured;
 - iii. is caused by or arises out of or in connection with any Vehicle working as a tool of trade on any site where the Insured is undertaking work or at the premises of the Insured;
 - iv. the Insured's liability arising out of the use of employees or other persons in the course of the Business of any Vehicle not owned, hired, leased or supplied by the Insured and not required to be insured by the Insured by virtue of any legislation governing its use, but excluding the Insured's liability in respect of damage to any such Vehicle;
- b. to Injury to any person where compulsory liability insurance or a statutory scheme does not provide indemnity for reasons that do not involve a breach by the Insured of legislation relating to Vehicles.

5.3. Employer's Liability

- a. Injury for which the Insured is entitled to indemnity under any Policy of insurance required to be taken out pursuant to any legislation relating to workers and workmen's compensation, whether or not the Insured has effected such a Policy; or
- b. relating to Employment Practices.

This Exception 5.3 does not apply with respect to liability of others assumed by the Insured under written contract.

5.4. Industrial Awards

Liability to or of any Employee of the Insured imposed by the provisions of any industrial award or agreement or determination where such liability would not otherwise have attached.

5.5. Property owned by the Insured

Damage to property owned, leased to, hired by, under purchase to or on loan to, held in trust by or otherwise in the Insured's care custody and control, other than:

- a. Clothing and personal effects of directors, Employees and visitors of the Insured;
- b. Premises (including fixtures and fittings) not owned by the Insured at which the Insured is undertaking work in connection with the Business, but no indemnity is granted for Damage to that part of the property on which the Insured is working and which arises out of such work;
- c. Vehicles (including spare parts and accessories thereon) not owned or used by the Insured in connection with the Business whilst within a car park belonging to or under the control of the Insured provided that the Insured, as a principal part of the Business, does not operate the carpark for reward, and provided no other compulsory insurance is effected;
- d. At the discretion of the Insurer, any other property (except property owned by the Insured and property described in sub-clauses a., b. or c. above), but the Insurer's liability in respect of this sub-clause d. shall not exceed \$250,000.

5.6. Products and Work Performed

Liability for:

- a. the cost of making good, replacement or reinstatement of workmanship performed by the Insured which is or was faulty. Provided that this sub-clause a. does not apply to Damage to property resulting therefrom;
- b. the cost of making any refund of the price paid for any Products;
- c. the cost of or damages claimed in relation to the withdrawal, recall, inspection, repair, replacement or loss of use of the Products or any property of which such products form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- d. the costs incurred in the repair, reconditioning or replacement of any part of any Product which is or is alleged to be defective. Provided that this sub-clause d. does not apply to Damage to Products or any other property resulting therefrom.

5.7. Pollution and Contamination

- a. Discharge, dispersal, seepage, release or escape of smoke, vapours, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere, or water; but this Exception does not apply if such discharge, dispersal, seepage, release or escape is sudden and accidental and neither expected nor intended from the standpoint of the Insured.
- b. Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution but this sub-clause b. does not apply where clean-up, removal or nullifying expenses are incurred consequent upon a sudden and accidental happening neither expected nor intended from the standpoint of the Insured which results in Injury to any person and/or Damage to Property.
- c. Sub-clauses a. and b. shall not apply to any liability arising out of the discharge, dispersal, release or escape of legionella bacteria.

5.8. Fines, Penalties and Punitive Damages

Awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, punitive damages, exemplary damages, multiple damages, liquidated damages and/or aggravated damages multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever fines and/or penalties imposed by law.

5.9. Dishonest or Reckless Acts

In respect of Insuring Clause 1.1(d) only any actual or alleged:

- (a) dishonest, fraudulent, criminal or malicious act;
 - (b) willful breach of any statute, contract or duty; or
 - (c) conduct with a reckless disregard for the consequences thereof;
- by the Insured.

5.10. Prior claims or circumstances

In respect of Insuring Clause 1.1(d) only, any demand for compensation made, threatened or in any way intimated against the Insured prior to the Period of Insurance; or attributable to or in consequence of any fact or circumstance:

- (a) of which written notice has been given under any previous professional indemnity or other insurance policy; or
- (b) noted on the Proposal for the current Period of Insurance or on any previous proposal.

5.11. Related Entities

In respect of Insuring Clause 1.1(d) only brought or maintained by, or on behalf of:

- (a) any Insured; or
- (b) any person who, at the time of the act, error or omission giving rise to the demand for compensation, is a family member of the Insured; or
- (c) any entity operated or controlled by any Insured or family member of the Insured.

5.12. MA Insurance Limited

In respect of Insuring Clause 1.1(d) only, directly, or indirectly caused by, arising out of, or in any way connected with any Claim or Investigation directly or indirectly brought against MA Insurance Ltd or any:

- (a) Subsidiary;
 - (b) Principal;
 - (c) Employee; or
 - (d) other category of Insured,
- of such company, in that capacity.

5.13. Loss of Use

Loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- a. a delay in or lack of performance by or on behalf of the Insured of any contract or agreement, or
- b. the failure of the Insured's Products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Insured, but this sub-clause b. does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Insured's Products or work performed by or on behalf of the Insured after such products or work have been put to their intended use by any person or organisation other than the Insured.

5.14. Advertising Injury

Advertising Injury for:

- a. materials published or offences committed prior to the inception date of this Policy;
- b. offences made at the direction of the Insured with knowledge of the illegality or falsity thereof;
- c. breach of contract, other than misappropriation of advertising ideas under an implied contract;

- d. incorrect description of the price of the Products, goods or services;
- e. infringement of trademark, service mark or trade name by use thereof as the trade mark, service mark or trade name of the Products, goods or services sold, offered for sale or advertised, but this clause 5.11 does not apply to titles or slogans;
- f. failure of the Products, goods or services to conform with advertised performance, quality, fitness or durability;
- g. any Insured whose business is advertising, broadcasting, publishing or telecasting.
- h. wilful commission of a crime by or with the consent of the Insured.

5.15. War

Any consequence of war, invasion, act of foreign enemy hostilities (whether war declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

5.16. Radioactivity

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear component thereof.

5.17. Rider to Rider Liability

Liability of any rider to another rider whilst taking part in a Sanctioned Event, however the Insurer may in its absolute discretion and as a precondition to the incurring of any legal costs and expenses agree that this clause 5.14 shall not apply to legal costs and other expenses incurred by the rider in defending an action taken by another rider. The liability of the Insurer to pay legal costs and expenses under this clause 5.14 shall be excess of any insurance or other indemnity available to the rider in respect thereof.

For the purposes of this clause only, "Insured" shall include riders in a Sanctioned Event.

5.18. Non-Sanctioned Events

At the discretion of the Insurer, liability of any Insured arising out of any non-sanctioned event.

5.19. Non-compliance with Sanction Conditions

The Insured's failure to comply with any term or condition given by the Insurers in respect of a Sanctioned Event or arising out any fact, matter or thing that is outside the terms or scope of such sanction.

5.20. Terrorism

Personal Injury or Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, or resulting from or in connection with any:

- a. act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Personal Injury or Property Damage; or
- b. action taken in controlling, preventing, suppressing or in any way relating to Terrorism.

5.21. Contractual Liability

Liability assumed or accepted by the Insured under any contract or agreement, including any guarantee or warranties.

This exclusion shall not apply to any contract or agreement, in relation to the Business, by the parties designated under a. or b. of the Insured definition:

- a. where the liability of the Insured would have existed to the same extent in the absence of such contract or agreement; or
- b. where the Insurer has given its prior written approval to the extension of the Insured's liability under the contract or agreement beyond the extent which would have existed in the absence of such contract or agreement.

Always subject only to the extent of the contract or the Limits of Liability as provided under this Policy, whichever is lesser.

5.22. Asbestos

The manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss or in respect of that part of any property insured by this Policy which consists of asbestos.

5.23. Sanction Limitation

It is understood and agreed that the Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5.24. Fraudulent Claims

If any claim under this Policy is in any respect fraudulent all benefit in respect of such claim shall be forfeited.

5.25. Electronic Data Exclusion

This insurance does not apply to "compensatory damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

6. General Conditions

6.1. Notification

On the Insured becoming aware of any Occurrence giving rise or likely to give rise to a claim under this Policy or upon receipt by the Insured of notice of any claim or subsequent proceeding, the Insured shall as soon as practicable thereafter:

- a. give notice thereof in writing to the Insurer;
- b. preserve any Property or things which might prove necessary or useful by way of evidence in connection with any claim and, so far as may be reasonably practicable, no alteration or repairs shall without the consent of the Insurer be made after the Occurrence until the Insurer shall have had an opportunity of inspection;
- c. forward to the Insurer every letter, writ, summons or process as soon as practicable after receipt thereof and give notice to the Insurer in writing as soon as practicable after the Insured shall have knowledge of an impending prosecution or inquest in connection with any Occurrence;
- d. when called upon to do so furnish to the Insurer in writing all details of the Occurrence together with such evidence and explanations as the Insurer may reasonably require;

Notwithstanding the provisions of this clause 6.1, this insurance will not be prejudiced by any inadvertent delay, error or omission in notifying the Insurer of any Occurrence that may give rise to a claim or claims under the Policy.

6.2. Subrogation and Settlement of Claims

- a. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the consent of the Insurer.
- b. The Insurer can if they desire take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for the Insurer's own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurer may require.
- c. The Insurer may pay to the Insured, the amount of the applicable Limit of Liability of the Insurer or such lesser sum for which the claim can be settled subject in either case to deduction of any sum or sums already paid as compensation in respect of such claim and the Insurer shall thereafter be under no further liability in respect of such claim except for the payment of costs and expenses for which the Insurer is liable hereunder incurred prior to the date of such payment.
- d. It is understood and agreed that in the event of any loss payment under this Policy, the Insurer waives its right of recovery against any entity, but only if such waiver has been enacted before the loss as a contractual undertaking by the Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Insured and such entity and shall not be construed to be a waiver with respect to other operations of such entity in which the Insured has no contractual interest.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation where in the entity against whom subrogation is to be waived is found to be solely negligent.

6.3. Precautions by Insured

The Insured shall take reasonable precautions to prevent or minimise any claim or potential claim and comply with all statutory obligations and regulations imposed by any authority.

6.4. Observance of Terms and Conditions

A breach of, or failure to observe and fulfil the terms of this Policy by any party comprising the Insured shall not prejudice the rights of the remaining parties comprising the Insured.

6.5. Insolvency or Bankruptcy

The insolvency or bankruptcy of any party comprising the Insured shall not release the Insurer from any of its obligations hereunder.

6.6. Adjustment of Premium

Where this Policy is arranged on an adjustable basis the Insured shall keep accurate records and make declarations to the Insurer in respect of the Period of Insurance so that the necessary adjustment of premium may be made subject to the application of any minimum premium required.

6.7. Service of Legal Process

The Insured may effect service of any legal process in connection with this Policy upon the Insurer or any of them by delivering that process by hand or by post to the address for service stated in Item 7 of the Schedule and such service shall be deemed to be personal service upon the Insurer or any of them as the case may be.

6.8. Australian Law and Jurisdiction

The Insurer hereby submits to the law and jurisdiction of all Australian Courts in relation to all matters arising under this Policy.

6.9. Notices

The Insured may give any notice or advice to be given under this Policy to the Insurer by giving the same to any office of the Insurer and / or Aon Risk Services Melbourne.

6.10. Cancellation

- a. This Policy may be cancelled at any time at the request of the Insured.
- b. The Insurer may also cancel this Policy for any grounds subject to the Insurance Contracts Act 1984 where the Insurer has given the Insured written notice of such Cancellation.
- c. The Insurer's notice of cancellation takes effect the earlier of the following times:
 - i. the time when another Policy of insurance between the Insured and the Insurer or some other insurer, being a Policy that is intended by the Insured to replace this Policy is entered into; or
 - ii. 4.00 o'clock in the afternoon of the sixtieth (60) business day after the day on which notice was given to the Insured.
- d. In the event that either the Insured or the Insurer cancel this Policy the Insurer will provide a pro-rata refund of premium for the unexpired Period of Insurance unless there has been a claim made in which case the full annual premium is due.

6.11. Difference in Conditions Cover

- a. It is acknowledged that it is customary for the Insured, or for other parties on behalf of the Insured (including joint venture partners, contractors and the like) to effect, on behalf of the Insured, insurance coverage specific to a particular event, function or agreement. Such insurance is described as Underlying Insurance.
- b. In the event of the Insured being indemnified by an Underlying Insurance in respect of a claim for which indemnity is available under this Policy, the insurance afforded by this Policy shall be excess insurance over the applicable limit of indemnity of the Underlying Insurance.
- c. Coverage under this Clause 6.11 shall not apply unless and until the Underlying Insurance shall be obligated to pay the amount of the Underlying Limit on account of a claim or claims which would, but for the limit of indemnity of the Underlying Insurance, be covered hereunder.
- d. In the event that the Insured cannot obtain an admission of liability from the insurer of an Underlying Insurance and/or the Underlying Insurance fails or is reasonably likely not to indemnify the Insured, then the Insurer of this Policy shall be obligated to indemnify the Insured and defend any actions.

- e. Provided that in the event of cancellation of an Underlying Insurance or reduction or exhaustion of the limits of indemnity thereunder, this Policy shall:
 - i. in the event of reduction, pay in excess of the reduced Underlying Limit;
 - ii. in the event of cancellation or exhaustion, continue in force as Underlying Insurance.

6.12. Currency

All amounts expressed in this Policy shall be in Australian dollars

6.13. Notice of renewal of Policy

- a. The Insurer agrees to provide the Named Insured notice of their terms for the renewal of this Policy at least 30 days prior to the expiry date of cover, provided that the Insurers are in possession of full Underwriting information at least 44 days prior to renewal.
- b. Failure of the Insurer to provide such notice within the 30-day period will result in this Policy being renewed for a further 12-month period on cover and premium that existed prior to the expiry date.

7. Schedule

Item No.

1. **The Named Insured** Motorcycling Australia Limited
2. **The Business** Principally but not limited to Business as defined in the attached Policy wording.
3. **Period of Insurance** From 31 October 2021
To 31 October 2022 both days at 16.00 at the address of the Insured or any further period for which renewal has been agreed
4. **Premium** AUD \$ As agreed
5. **Deductible(s)** AUD \$10,000 each and every occurrence, other than for clubs that are exclusively affiliated with the Named Insured and its State Controlling Bodies, where the Deductible is Nil.
6. **Limit(s) of Liability** (Primary) AUD \$2,500,000 any one occurrence and AUD 5,000,000 in the aggregate during the Period of Insurance
7. **Service of Legal Process** McDougall Kelly & Martinis Insurance Partners
Suite 5, 400 High Street Kew Vic 3101
8. **Claims Manager** Proclaim Management Services, Locked Bag 32012. Collins St East, VIC 8003
Level 9, 271 Collins Street Melbourne Victoria 3000
9. **Insurer** MA Insurance Limited
3rd Floor St Georges Court, Upper Church Street, Douglas IM1 1EE
10. **Policy Number** MAIL/PL/2021
11. **Underlying Insurance** As noted below

Policy Description	Named Insured	Underlying Limit	Insurer	Policy No.
Any Public or Products Liability Policies effected by third parties on behalf of the Insured	Various, including any of the Insured parties defined herein	Various	Various	Various
and other more specific policies as endorsed hereon from time to time.				

DocuSigned by:

David Campbell

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SIGNED

October 28, 2021

DATE.....