

September 27, 2024

CERTIFICATE OF CURRENCY

PUBLIC & PRODUCTS LIABILITY // PROFESSIONAL LIABILITY

This is to certify that we, in our capacity as Insurance Brokers to Recreation & Competitive Event Resources & Services Pty Ltd and companies we have arranged coverage as follows:

PERIOD OF INSURANCE: From: 30th September 2024 at 4.00pm
To: 30th September 2025 at 4.00pm
Both Local Standard Time at the Insured's head office

INSURED(s): Australasian Raceways Holdings Pty Ltd
Recreation & Competitive Event Resources & Services Pty Ltd (RACERS)
Track Action Pty Ltd
Wrexmere Pty Ltd as trustee for the Wrexmere Superannuation Fund No. 3

And

- a) subsidiary companies, organisations and other associated companies as defined under Section 50AAA of the Corporations Act 2001 (Commonwealth), and
- b) social and sports clubs (including the committees and officers from time to time of unincorporated bodies) and the trustees of the Insured's superannuation and pension funds and welfare organisations, and
- c) all organisations and other entities to whom (whether mortgagees, lessors, joint ventures or other parties with a legal or equitable interest in the Property Insured) the named Insured has a responsibility to maintain insurance;
- d) all for their respective interests, rights and liabilities and to the extent that they are not more specifically insured.

RACERS SANCTIONED (PERMITTED) EVENTS

The President, Chief Executive Officer, Board Members, Committees, Trustees, Employees, Members, Volunteers and Officials of the member motor racing tracks including subsidiary or controlled companies now or previously existing or hereafter formed or acquired and;

- a) any competitor / driver / crew / navigator / instructor / passenger being an entrant or participant in any RACERS Sanctioned motor sport event as declared in the event Matrix
- b) rescue organisation and/or its members recognised by an organising club and working under the direction of the Insured at any RACERS sanctioned motor sport event.
- c) official being a person appointed by the Insured and/or under the direction of the insured to carry out official duties at any RACERS sanctioned motorsport event.
- d) All Volunteers authorised by the Insured, where those volunteers perform work in connection with any RACERS sanctioned motorsport event.

- e) Sponsors of a RACERS sanctioned motorsport event.
- f) Landowners and/or Lessees of Property, being any person, form or authority (which term shall include but not be limited to any landowner, Lessee, any Local or County Authority or Minister or Ministry of the Government) whose permission is necessary for the holding of any RACERS sanctioned motorsport event.
- g) Insured staff or Club Car responsible for Merchandise Sales.
- h) Such other persons, companies and/or organisations the insured may sanction and issue a RACERS permit for an event.

All of the above together with their individual affiliated and associated clubs and their respective members, competitors and all authorised officials and/or the Insured track license holders and/or event organisers and/or landowners and/or lessees of property and/or sponsors for their respective rights and interests.

Additional Insureds (Government, Regulatory and Statutory bodies)

The Crown in right of the State of NSW (Sport and Recreation)

Consumer Affairs

Department of Environment, Land, Water and Planning

Parks Victoria

VIC Roads

NSW Police Force

Victorian Government

Queensland State Government

Tasmanian Government

The Crown in the right of the State of Western Australia

Northern Territory Government

South Australian Government

NSW Government

Moreton Bay Regional Council

For their respective rights and interests

BUSINESS ACTIVITIES OF INSURED:

Principally the provision of race accreditation, including but not limited to;

- Event sanctioning, accreditation, administrators, organisers and promoters of Motor Sport activities;
- Social events and other non-motor sport activities;
- Committee meetings, social functions, conferences and trade shows
- Provider of accommodation and campsite grounds,
- Property and Track Owners / Occupiers and all associated activities in the running of a Motorsport Association,
- Organisers and promoters of Motor Sport activities specifically those that are accredited by RACERS.

INTEREST INSURED:

All sums to which the insured becomes legally liable to pay by way of compensation arising from personal injury or property damage occurring during the period of insurance caused by an occurrence in connection with the business.

LIMITS OF LIABILITY:***General Liability***

A\$50,000,000 any one occurrence but in the aggregate for Products and Pollution Liability

Member to Member (Participant to Participant) Liability

A\$5,000,000 any one occurrence other than any participant in a motorbike event which is limited to defense costs A\$1,000,000 only,

Professional Liability

A\$500,000 any one occurrence and \$1,000,000 in the aggregate (Claims Made)

Property in Physical & Legal Control

A\$100,000 any one occurrence

IN EXCESS OF:

A\$5,000 each and every claim costs inclusive except claims arising from or out of New Zealand which is A\$2,500 each and every loss

Claims arising out of Motorcycling activities where an excess of A\$50,000 each and every loss will apply.

TERRITORIAL LIMITS:

Worldwide except USA and Canada where the policy only applies in respect of all travelling executives and sales persons who are non-residents such countries.

RETROACTIVE DATE:

In respect to errors and omissions : 25 July 2003 excluding all known claims and circumstances

JURISDICTIONAL LIMITS:

This policy covers legal proceedings brought against the Insured anywhere in the world, but in respect of countries which operate under the laws of the United States of America or Canada, the following limitations apply:

- Excluding punitive and exemplary damage (NMA1933);
- Excluding seepage, pollution and contamination (NMA1686);
- Cost/expenses inclusive within the limit of indemnity.

CHOICE OF LAW AND JURISDICTION:

This policy covers legal proceedings brought against the Insured anywhere in the world, but in This policy shall be governed by and construed in accordance with the law of Australia and each part agrees to submit to the exclusive jurisdiction of the courts of Australia

INSURER: Certain Underwriters at Lloyds – Various Syndicates

POLICY NUMBER: IC2202184, IC22022188

IMPORTANT NOTES

- This Certificate does not reflect in detail the policy terms or conditions and merely provides a summary of the insurance that is in existence at the date we have issued this Certificate.
- HDL Brokers does not guarantee that the insurance outlined in this Certificate will continue to remain in force for the period referred to as the Policy may be cancelled or altered by either party to the contract, at any time, in accordance with the terms of the Policy and the *Insurance Contracts Act 1984 (Cth)*.
- HDL Brokers accepts no responsibility or liability to advise any party who may be relying on this Certificate of such alteration to or cancellation of the Policy.

Thanks and regards,

Brian Compay

On Behalf of
Horsell Duffy Langley Pty Limited
ABN 12 155 940604 // AFSL 422018