

## **Certificate of Insurance**

In our capacity as Insurance Brokers to Motorcycling Australia Limited and its State/Territory Bodies, we hereby certify that the under mentioned insurance policy is current.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy detailed below, or assume continuity of the policy.

Policy Type: Public & Products Liability Insurance

Policy Number: MAIL/PL/2024

**Insured:** Motorcycling Australia Limited and its State/Territory Bodies:

Motorcycling Queensland, Motorcycling South Australia Inc., Motorcycling Western Australia Inc., Motorcycling Tasmania Inc., Motorcycling Australia Northern Territory

Inc., Motorcycling NSW Limited, Motorcycling Victoria

Nature of Business: Principally but not limited to the administration, organising, preparation and

conducting of motorcycle and quad bike race events, practice and training sessions, educational programmes and any other activity incidental thereto including

nonmotor sport activity, property owners, lessors, lessees and any other club

related activity for which a permit has been issued.

**Period of Insurance:** From: 4.00 pm on 31<sup>st</sup> October 2024 Local Standard Time

To: 4.00 pm on 31<sup>st</sup> October 2025 Local Standard Time

Limit of Liability: Combined limit of AUD\$27 million any one occurrence and \$54 million in the

aggregate (including primary layer for \$2.5million any one occurrence and \$5million in the aggregate via MA Insurance Limited) and \$24.5million any one occurrence and \$49 million during any one period of insurance based on various layers of

coverage arranged

**Primary Layer** \$2,500,000

Insurer - MA Insurance Limited.

First Excess layer \$7,500,000 over \$2,500,000 Primary layer.

Insurers – certain Underwriters at Lloyds of London

Second Excess layer \$17,000,000 over \$10,000,000 Primary and Excess Layers

Insurers – certain Underwriters at Lloyds of London



**Interest Insured:** 

Subject to the terms, Definitions, Exceptions, Conditions, Provisions and Limits of Liability set out in the Policy, the Insurer shall indemnify the Insured against the legal liability of the Insured to pay damages or compensation in respect of:

- a) Death/Injury to any person;
- b) Damage to property;
- c) Advertising injury;

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

**Deductibles:** \$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.

**Geographical Limits:** Anywhere in the World except the United States of America and Canada where this

Policy will only apply in respect of products exported into those countries and/or

travelling directors or Employees who are non resident in such countries.

**Event:** Cover in place for Events where an approved Motorcycling Australia permit has

been issued and only for the duration of such permit.

**Interest Noted:** This certificate notes the interests of:

Dual Sport Motorcycle Riders Assoc Inc

Parramatta City Council FTRR&I

Forestry Corporation of NSW FTRR&I

The Chief Executive of the OEH, the Minister for Environment

and the Crown in right of the State of NSW FTRR&I

• HQ Plantations Pty Ltd

but only for the vicarious liability of these entities for the negligent acts or omissions of the Insured and arising out of the Insured's Business, but this policy does not respond to the liability of these interests howsoever arising out of the negligence, breach of contract or breach of duty of such interests.

Definition of Insured is extended to include the following:

Any subsidiary company (including subsidiaries thereof) of the Named Insured and any affiliated club or other organisation under the control of the Named Insured and over which it is exercising active management;

Any new organisations acquired by the Insured during the Period of Insurance, through consolidation, merger, purchase of the assets of or assumption of control and active management.



The Patron, President, Chief Executive Officer, any director, General Manager, officer, employee, club secretary, voluntary worker, committee member, sub-committee member, partner or shareholder of the Named Insured or of a company or any other entity or organisation designated in paragraph a) and b) above or elsewhere in this definition, but only whilst acting within the scope of their duties in such capacity.

Federation Internationale De Motorcyclisme, license holders, officials, members coaches and/or trainers; track owners and/or operators; landowners and/or lessees of property; team owners; sponsors; fire, rescue, towing and medical organisations who supply services to the Insured; non-private event organisers, event promoters and their servants; and any other person, principal, organisation, trustee or estate to whom or to which the Insured is obligated by virtue of a written or oral contract to provide insurance as is afforded by this Policy, but only to the extent required by such contract or assumed liability and in any event only for such coverage and limits of liability as provided in this Policy.

Any office bearer or member of the Insured's social and/or sporting clubs, first aid, fire and ambulance services, welfare or child care facilities formed with the consent of the Insured (other than an Insured designated in paragraph (d) above) in respect of claims arising from duties connected with activities of any such club or facility.

At the request of the Named Insured, any director or executive officer of the Named Insured or of a company designated in paragraph (b) above in respect of private work undertaken by the Insured's employees for such persons.

If the Insured is declared in the Schedule as a partnership or joint venture, any partner or member thereof but only with respect to his liability as a partner or member of such partnership or joint venture.

The personal representatives of the Insured in respect of liability incurred by the Insured whilst acting on behalf of the Insured.

Subject to the Terms and Conditions of this Policy.

Yours faithfully,

Julia Wintle Account Manager