

Summary of Cover

General Liability Insurance

Policy Number	Our Reference	Period of Insurance
20509440100	05JPB / 0267007 / 001	From 31/12/2023 to 31/12/2024 4pm local time

This Summary of Cover provides an outline of the agreed policy and coverage. It summarises the Insurer's Policy Schedule which will be forwarded to you upon receipt from the Insurer.

As the Insurer's Policy Schedule and Policy form the legal basis of your cover, they shall prevail over this Summary of Cover should any differences exist.

Please note that all Sums Insured and Excesses in this document are in AUD.

The Insured

Insured(s):

Harness Racing New South Wales, Harness Racing New South Wales Industry Fund, Harness Racing New South Wales Race Course Development Fund, Tabcorp Holdings Limited, Hawkesbury Owners & Trainers Trotting Association Inc. Harness Racing Industry Consultative Group, Harness Racing Clubs Committee, Harness Breeders NSW, NSW Standard Owners Association, United Harness Racing Association, NSW Mini Trotting Association, Graduation and Penalty Free Association, Trotters Association of NSW, District Associations North East District Association, North West District Association, south West District Association, Western Districts Association, Integrity Auditor and HRNSW Appeals Panel (in respect of their involvement with Harness Racing New South Wales matters only), Investigator and Compliance Officers (in respect of their involvement with Harness Racing New South Wales matters only), licensed drivers, licensed trainers, stable hand's, stewards, swab attendants starters (if contracted and/or employed by HRNSW and/or nominated and declared club), mini and maxi trot licensees, stewards/officials from interstate in respect of their involvement with Harness Racing New South Wales, Mini Trot Clubs, veterinarian employees of HRNSW and veterinarian contractors and assisting staff in respect of advice (including taking of swabs and microchipping) given to registered clubs of Harness Racing NSW only at race meetings or if engaged to undertake specific tasks, affiliated bodies/clubs (listing attached), together with all members, coaches, officials, first aid personnel, administrators, voluntary workers, freeze branders, work experience personnel whilst licensed by the appropriate licensing authority whilst engaged in HRNSW activities, and licensed visitors from interstate and/or overseas whilst competing/Organising with in events sanctioned by the Insured.

and/or related corporations (as defined under the Corporations Law) now existing or hereafter constituted or acquired and social and sports clubs (including their committees and officers from time to time) and the trustees of

superannuation funds and/or welfare organisations associated with the named Insured; all for their respective interests, rights and liabilities and to the extent that they are not more specifically insured.

Business Description:

Management of Harness Racing NSW, including racing, trialling and training of harness racing standardbred horses by licensed drivers, trainers and stable hands, show racing, rehoming activities, registered clubs operations in respect of any harness racing business including but not limited to:

Operators of Raceways including licensed premises, operator of Menangle Park Training Centres, retention barn(s), training and education of industry participants, club houses, bars, bistros, beers gardens, lounge/games rooms, management, totalisator operations, trialing sales, mini trot come and try days, fund raising promotion and organisation of Harness Racing in NSW, fund raising by HRNSW and the Benevolent Fund, property owners, use and management of barn (operation of facilities of at Tamworth and Menangle Park Training Centre and Club Menangle) and all other activities undertaken by the Insured

Property Owner activities extend only to Registered Clubs, Associations, Nominated Registered Tracks and training facilities.

Property Owners cover is afforded to registered trainers, drivers or stablehands at their own personal property in respect of their own personal liability as a property owner in respect of harness racing activities. These registered trainers, drivers or stablehands are required to carry a separate property owners' liability insurance for non-harness racing related activities at their own personal property.

A sanctioned activity means an activity involving the direct use and or handling of Standardbred horses including training and working horses, maintenance to the surface of a privately owned training track, driving at approved shows, gymkhanas and trials and direct travel to such events, trials, shows, training and gymkhanas. A sanctioned activity does not mean activities such as maintenance work to plant, equipment or the building or maintenance of stables, fences or other structures. No cover applies when participating in races at meetings where Workcover or any statutory insurances applies i.e. TAB betting on the race or any other time when Workcover applies.

Schedule of Situations

Number of Situations: As declared

Geographical Limits /	Worldwide excluding USA and Canada
Situations:	

Noted – Worldwide coverage applies (including USA and Canada) in respect to

Declared drivers travelling overseas to represent Harness Racing New South Wales.

Cover Summary

Limits	of	Indemnity:
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Public Liability	50,000,000	In respect of any one occurrence or series of Occurrences arising out of the one event during the period of insurance
Products Liability	50,000,000	In respect of any one occurrence or series of occurrences arising out of one event and in the aggregate during the period of insurance.
Property In physical or legal Control		\$5,000,000 limited in the aggregate and sub limited to \$200,000 any one harness racing trainers care custody control
Advertising Injury	50,000,000	Any one Occurrence
Errors and Omissions	10,000,000	limited in the aggregate for Errors and Omissions (this section is limited to declared vets)

Excess / Deductible:

Personal Injury

1000 each and every Occurrence inclusive of Supplementary Payments in respect of claims arising out of a licensed driver harness racing, trainers activities or

	mini/pony trotting and maxi trotting claims
Property Damage	1000 each and every Occurrence inclusive of Supplementary Payments in respect of claims arising out of a licensed driver harness racing, trainers activities or mini/pony trotting and maxi trotting claims
Professional Liability	10000 each and every Occurrence inclusive of Supplementary Payments in respect to all other claims
Advertising injury	1000 each and every Occurrence inclusive of Supplementary Payments
Driving Risk	10000 each and every Occurrence inclusive of Supplementary Payments in respect to driver versus driver claims where the claimant driver is/are entitled to claim workers compensation benefits arising out of an accident

Endorsements

It is agreed that this policy is amended to include the following Endorsements:

Declared Clubs: Albury Armadale Bankstown Bathurst Blayney Broken Hill Bulli (Bulli at Menangle) Canberra (ACT Harness Racing Club) Coolamon Cootamundra Cowra Dubbo Eugowra Fairfield Forbes Goulburn and District Griffith Inverall (in hibernation - race meetings to Tamworth) Junee Leeton Lithgow Maitland Musellbrook Narrabi Newcastle **NSW Harness Racing Club** Menangle 1 Menangle 2 Orange Parkes Peak Hill (in hibernation - race meetings to Parkes/Dubbo) Penrith Tamworth Taree Temora Wagga West Wyalong

Training, Trialling and Public Tracks Information: Armidale Harness Racing Club Inc. **Bathurst Showgrounds** Bega Harness Racing Club Inc. Conowindra Harness Racing Club Inc. Hawkesbury Owners & Trainers Association) Moama Harness Racing Club (Moama) Moss Vale & District Harness Association Nowra Harness Racing Club Limited Wollondilly Harness Racing Club (Bargo) Lithgow, and Taree Harness Racing Clubs are all Training Tracks, no racing Portland Kremer Park trotting facilities Tony Luchetti Sports Precinct Grafton Bega Showground Gunning Showground - training track and gymkhanas Macksville Showground - training track and gymkhanas Mullumbimby Show Track – training track and gymkhanas Castle Hill Showground – grounds used for trials Training Tracks Owned and Operated by Councils: Albury Ariah Armidale Bangalow Bankstown Bargo Barellan Bathurst **Bendick Murrell** Birubi Point Blayney Broken Hill Canberra Canowindra Casino Cessnock Condoblin Coolamon Cootamundra Cowra Crookwell Deniliquin Dubbo Dungong Echuca Eugowra Fairfield - Closed 30/06/2017 Forbes Ganmain Gilgandra Gooloogong Goulburn Grenfell Griffith Gunnedah Hawkesbury Inverell Junee Lackey Park Moss Vale Quirindi Showground Lake Carelligo trotting track Leeton

Young

Lithgow Maitland Manilla Marrar Marulan Memorial Oval – Broken Hill Menangle Park Mildura Moonbi Morisset Muswellbrook Narrandera Newcastle Nowra Nyah Oberon Orange Parkes Peak Hill Portland Quirindi **Raymond Terrace** Riverstone Seven Mile Beach Tamworth – Burgmans Lane (delete from here) Tamworth Showground (22-60 Showground Road, TAMINDA NSW 2340) - HRNSW owns Temora Trundle Ungarie Uralla Wagga Showgrounds Warren Show ground & racecourse Weethalle Werris Creek West Wyalong Track now owned by the Department of Crown Lands Whitton Sports & Rec Park Yanco Yarrawonga Young Additional Council Owned Tracks: Orange (thoroughbred track in respect of HRNSW) Use of Public Land at Stockton Beach - Port Stephens Council Barellan - Showground Road, Barellan Ungarie - Condoblin Road, Ungarie Weethalle - Showground Road, Weethalle Moonbi Recreational Grounds - 9 - 73 Gill Street, Moonbi Manilla Showground Uralla Showground New South Wales û Mini Trotting affiliated Associations/Clubs: Albury Armidale HRC Bankstown Bathurst Bega HRC Broken Hill Canberra Canowindra HRC Dubbo Hawkesbury Owners and Trainers Assoc, Inverell Junee Leeton Maitland

Menangle Moama HRC Moss Vale and Districts Harness Assoc. Newcastle Nowra HRC Penrith Riverina Stanford Merthyr Park Cessnock Tamworth Wollondilly HRC Note: Training and trialing at Public Tracks to be added to the mini trotting facilities list Albury Armidale HRC Bankstown Bathurst Bega HRC Broken Hill Canberra Canowindra HRC Dubbo Hawkesbury Owners and Trainers Assoc, Inverell Junee I eeton Maitland Menangle Moama HRC Moss Vale and Districts Harness Assoc. Newcastle Nowra HRC Penrith Riverina Stanford Merthyr Park Cessnock Tamworth Wollondilly HRC Vacant Land Owned by HRNSW: Beresfield (Vacant) Goulburn x 2 (Vacant) Tamworth (Burgmans Lane) **Properties Owned by HRNSW:** Beresfield (Vacant) Goulburn x 2 (Vacant) Hawkesbury (not owned as yet, pending purchase) Tamworth, Burgmans Lane Tamworth Showground (22-60 Showground Road, TAMINDA NSW 2340) Wagga (Vacant) Associations Harness Racing Industry Consultative group Harness Racing Clubs Committee Harness Breeders NSW NSW Standardbred Owners Association United Harness Racing Association NSW Mini Trotting Association Graduation & Penalty Free Association Trotters Association of NSW **District Associations** - North East District Association - North West District Association - South West District Association - Western Districts Association Hawkesbury Owners & Trainer Trotting Association Inc, **Related Entities** Harness Racing Industry Fund

Harness Racing Racecourse Development Fund

NSW Harness Racing Industry Standardbred Re-Homing Company Ltd Harness Racing NSW Benevolent Fund

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Operators of Raceways including licensed premises, operator of Menagle Park Training Centres, retention barn's, training and education of industry participants, club house, bar, bistro, beer garden, lounge/games room, management, totalisator operations, trialling sales, mini trot come and try days, fund raising promotion and organisation of Harness Racing in NSW, fund raising by HRNSW and the Benevolent Fund, property owners, use and management of retention barn (operation of facilities of at Tamworth and Menangle Park Training Centre and Club Menangle) and all activities undertaken by the Insured Property Owner activities extend only to Registered Clubs, Associations and Nominated Registered Tracks Nominated and training facilities.

Property Owners cover is afforded to registered trainers, drivers or stablehands at their own personal property in respect of their own personal liability as a property owner in respect of harness racing activities. These registered trainers, drivers or stablehands are required to carry a separate property owners liability insurance for non-harness racing related activities at their own personal property.

A sanctioned activity means an activity involving the direct use and or handling of Standardbred horses including training and working horses, maintenance to the surface of a privately owned training track, driving at approved shows, gymkhanas and trials and direct travel to such events, trials, shows, training and gymkhanas. A sanctioned activity does not mean activities such as maintenance work to plant, equipment or the building or maintenance of stables, fences or other structures. No cover applies when participating in races at meetings where Workcover or any statutory insurances applies i.e. TAB betting on the race or any other time when Workcover applies.

SEVERAL LIABILITY CLAUSE

PLEASE NOTE - This notice contains important information.

PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096 (Combined Certificate)

SERVICE PROVIDERS VICARIOUS ENDORSEMENT

This Policy does not cover liability in respect of Personal Injury or Property Damage arising out of or caused by or in connection with the Insured's service providers. A service provider means anyone engaged by the Insured to provide goods or perform a service. Service providers include but are not limited to security services, amusement operators, pyrotechnicians, entertainers, food vendors, stall holders, sound & lighting companies & Contracted Labour but does not include volunteers or the Insured's employees. However, this exclusion shall not apply to the Insured's vicarious liability arising from an act, error or omission of service providers that have provided the Insured with proof of liability insurance. **CONSTRUCTION LIMITATION**

This Policy does not cover Personal Injury or Property Damage arising out of or in any way connected with the construction, erection, alteration, demolition of and/or addition to buildings by or on behalf of the Insured. However, this exclusion shall not apply to the construction, erection, alteration, demolition of and/or addition to buildings by or on behalf of the Insured where the total value of such works does not exceed \$100,000 **RSA EXCLUSION**

This Policy does not cover liability in respect of Personal Injury, Property Damage or Advertising Liability arising out of or caused by or in connection with the service of alcohol conducted by or on behalf of the Insured unless the Insured and all bar staff hold the legally required licenses & responsible service of alcohol certificate.

BREACH OF PROFESSIONAL DUTY EXTENSION (SLE) NOTICE TO THE INSURED

The terms and conditions of this Endorsement provide that:

1. A Claim (as defined within this Endorsement) must be made against the Insured during the Period of Insurance for this Policy to apply; and

2. The Insured must immediately notify the Insurer in writing of such Claim(s). Such notification must be given to the Insurer during the Period of Insurance for this Policy to apply. If any circumstances or facts come to the attention of the Insured during the Period of Insurance which are likely to give rise to a Claim(s) being made against them or which the Insured should reasonably expect to give rise to a Claim(s) being made against them, the terms and conditions of this Endorsement provide an option as to whether or not to notify the Insurer. However, failure to notify may affect Policy indemnity, (i.e.) All or part of any subsequent Claim(s) may not be covered. Assuming the option to notify the Insurer is chosen such notification must be given in writing during the Period of Insurance for this Policy to apply. The time of the happening of the negligent act, error or omission which gives rise to a Claim(s) or a possible Claim(s), is not of relevance provided they occur after the Retroactive Date specified in the Schedule. Upon expiry of the Period of Insurance, no further Claim(s) can be made under this Policy and therefore the maintenance of insurance provided by this Endorsement is essential.

BREACH OF PROFESSIONAL DUTY EXTENSION (SLE) NOTICE TO THE INSURED - COVER APPLICABLE TO THIS ENDORSEMENT

The Insurer, to the extent and in the manner hereinafter provided, hereby agrees to pay to or on behalf of the Insured up to the Limit of Liability as stated in the Schedule as applying to this Endorsement against all sums which the insured shall become legally liable to pay as Compensation for Personal Injury and/or Property Damage as a result of a Claim or Claims first made against the Insured and reported to the Insurer during the Period of Insurance arising out of an act, error or omission committed or alleged to have been committed by or on behalf of the Insured in breach of the Insured's Professional Duty in connection with the Business.

LIMIT OF LIABILITY AND EXCESS APPLICABLE TO THIS ENDORSEMENT

The Insurer hereby agrees to pay all costs in the defence of a Claim for which indemnity is available under this Endorsement provided that the total aggregate liability (including Supplementary Payments) shall not exceed the Limit of Liability specified in the Schedule as applying to this Endorsement notwithstanding the number of Claims made. The Excess shown in the Schedule as applying to this Endorsement shall be the amount first payable by the Insured in respect of any one Claim and shall be borne by and at the Insured's own risk. The Insurer's liability shall only be in excess of this amount.

EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT

This Endorsement does not cover liability:

1. Which is already excluded under the Policy. 2. Which is more specifically insured against in any other section of this Policy. 3. Arising out of acts, errors or omissions which occurred or allegedly occurred prior to the Retroactive Date specified in the Schedule. 4. Arising out of any facts or circumstances of which the Insured was aware of prior to the commencement of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a Claim. 5. Assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement. 6. Arising from an Occurrence which is inevitable having regard to the circumstances and nature of the work undertaken. 7. Arising from or in connection with advice, consultancy, specification, supervision or other Professional Duty given or undertaken by the Insured not in relation to the Business. 8. Arising out of conspiracy, conversion, deceit, inducement, breach of contract, injurious falsehood or fraudulent, criminal or malicious act or omission of the Insured. 9. Arising in North America or in respect of any Claims which would be subject to the jurisdiction of the Courts of North America. 10. Incurred by or caused by a Director or Officer of the Insured whilst acting within the scope of their duties in such capacity.

DEFINITIONS APPLICABLE TO THIS ENDORSEMENT

"Claim" or "Claims" means:

(i) Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim,

counterclaim or third or similar party notice issue against or serviced upon the Insured or (ii) The receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against them.

"Professional Duty" means the duty owed in a professional capacity by a vet

CONDITIONS APPLICABLE TO THIS ENDORSEMENT

1. The Insured shall, as a condition precedent to their right to be indemnified under this Endorsement give to the Insurer as soon as practicable notice in writing during the Period of Insurance:

(i) of any Claim(s) made against the Insured.

(ii) of the receipt of notice from any person of an intention to make a Claim against the Insured.

2. The Insured shall give to the Insurer, as soon as practicable, notice in writing during the Period of Insurance of any circumstance of which they become aware during the Period of Insurance, likely to give rise to a Claim against them. If, during the Period of Insurance, the Insured becomes aware of any circumstances which might subsequently give rise to a Claim under this Endorsement and elect, during the Period of Insurance, to give written notice to the Insurer of such circumstances, then any such Claim which might subsequently arise out of such circumstances will be deemed to have been made during the Period of Insurance.

MOLESTATION EXCLUSION

This Policy does not cover liability in respect of Personal Injury arising out of or caused by or in connection with the molesting, interfering or assault with any person by:

- the Insured,
- any of the Insured's employees,
- any person acting on behalf of the Insured,

- any person for whom the Insured may be held legally liable.

The Insurer shall have no obligation to defend any action, suit or proceeding against the Insured either directly or vicariously seeking damages for such Personal Injury.

VARIOUS ENDORSEMENTS

All trainers holding a license granted under the Australian Harness Racing Rules should carry their own Public Liability Insurance for activities outside sanctioned Harness Racing NSW events and Care Custody Control whilst on registered tracks.

Professional Liability Sub Limit is extended to indemnify veterinary contractors in respect of advice given to the harness racing authorities and nominated clubs only. No coverage is provided where a fee income is received for treatment to horses or any other animal by the veterinary contractor and is conditional upon all veterinary contractors having their own insurance cover.

Professional Liability Sub Limit does not extend to Australian Pacing Gold Ltd.

Coverage extends to indemnify retired qualified veterinary persons in respect of advice given to NSW Harness Racing Authorities and Nominated harness Racing Clubs only where such persons do not have indemnity under a current professional liability policy by reason of retirement.

Cover is extended to licensed drivers whilst they are driving track work for trainers, provided the drivers are not employed by the trainers and/or are entitled to workers compensation.

Driver to Driver cover only applies to Registered Drivers at official race meetings, show racing and/or trials, whilst under the control of Harness Racing Officials.

Show Racing or Trials at non registered tracks are excluded with the exemption of mini trotting, subject to being administered and supervised but the NSW Mini Trotters Association.

Cover is excluded in respect to claims arising from drivers/trainers failing to wear helmets and protective vests whilst in control of a sulky in official races, official trials and on registered training tracks as specified by the Australian Rules of Harness Racing.

Liability arising directly or indirectly caused by, arising out of or in any way connected with celebrity or other non-official races or non-official trials that do not conform with the Australian Rules of harness Racing are excluded.

Licensed drivers or trainers connected with the usage of wooden shafted sulkies and separate wooden shafts in races, official trials, qualifying trials, club and unofficial trials and run-arounds on all club registered tracks and trialling tracks or trainers own premises are excluded for liability directly or indirectly caused by, arising out of or in any way connected with any injury or damage.

All trainers holding a license granted under the Australian harness Racing Rules should carry their own Public Liability Insurance for activities outside sanctioned Harness NSW events and Care Custody and Control whilst on registered tracks.

VARIOUS ENDORSEMENTS

Licensed Drivers or trainers found to be under the influence of or impaired by any drug or intoxicating liquor as determined under the Australian Rules of Harness Racing are excluded for liability arising directly or indirectly caused by, arising out of or in any way connected with any injury or damage.

This policy excludes any claims arising directly or indirectly from individuals participating in harness activities that do not hold the appropriate accreditation with Harness Racing NSW.

It is hereby declared and agreed this policy excludes any claims directly or indirectly occurring on or at a track or training facility not sanctioned by Harness Racing NSW.

DEFINITIONS

the following Definitions are added to the policy:

DEFINITIONS

"Driver" means:

A person holding a current license granted under the Australian Harness Racing Rules and drives a horse in a race or does other things which are only done or usually done by drivers.

"Trainer" means:

A person holding a license granted under the Australian Harness Racing Riles and trains a horse or does other things which are only done or usually done by trainers.

The Policy

Policy Wording:	Broadform Liability SPM-BF21 SLE
Insurer:	SLE Worldwide Australia Pty Limited (100%)
	Level 11, 56 Clarence Street Sydney 2000
Underwritten by:	Lloyds of London (100%)
	25 Fenchurch Street London EC3M 5AD United Kingdom

Important Notices

Claims Made Policies

Your attention is drawn to the fact that some policies provide cover on a "claims made" basis. This means that the policy responds to claims first made against you and notified to the insurer in writing during the period of insurance, provided that the originating act or omission occurred after the retroactive date. Where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts, but before the expiry of the period of insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance.

Directors' and Officers' Liability, Comprehensive Crime, Professional Indemnity, Superannuation Trustees' Liability policies, Molestation sections and some other liability policies are written on a "Claims Made" basis.