



Arthur J. Gallagher
BUSINESS WITHOUT BARRIERS™
Incorporating OAMPS Insurance Brokers

SCHEDULE OF COVER

Public/Products Liability

OUR REFERENCE 10110228
INSURER POLICY NUMBER 20509440100

BROADFORM LIABILITY INSURANCE

Name of Insured:

Harness Racing New South Wales, Harness Racing New South Wales Industry Fund, Harness Racing New South Wales Race Course Development Fund, Australian Pacing Gold Ltd, Tabaret Management Pty Ltd, Tabcorp Holdings Limited, Integrity Auditor (in respect of their involvement with Harness Racing New South Wales only), Investigator (in respect of their involvement with Harness Racing New South Wales only), licensed drivers, licensed trainers, stable hands, stewards, swab attendants, starters, 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 in respect of advice (including taking of swabs) given to registered clubs of Harness Racing NSW only at race meetings, affiliated bodies/clubs (listing attached), together with all members, coaches, officials, first aid personnel, administrators, voluntary workers, work experience personnel whilst licensed by the appropriate licensing authority and licensed visitors from interstate and/or overseas whilst competing in events sanctioned by the Insured.

Description of Business:

Principally but not limited to the management of Harness Racing NSW, including racing, trialling and training of harness racing horses by licensed drivers, attended licence holders, Trainers and Stable hands, show racing, registered clubs operations in respect of any Harness Racing Business including but not limited to:

Operators of Raceways including licensed premises, Retention Barn Training Centre, Training and education of industry participants, Club House, Bar, Bistro, Beer Garden Lounge/Games room, Organisers of Markets, Management, Totalisator Operations, Trialling Sales, Mini Trot Come and Try Days, Fundraising, Promotion and organisation of Harness Racing in Australia, property owners, use and management of Retention Barn (Menangle) and all associated activities undertaken by the insured.

Note:

Property Owners activities extend to Registered Clubs, Associations and Nominated Registered Tracks as noted within the policy schedule.

The policy also extends to provide coverage for licensed trainers, drivers or Stable hands at their own personal property in respect of their own personal liability as a property owner in respect of harness racing activities. Insured person is required to carry separate property owners liability insurance for non-harness racing related activities at their own personal property.

Period of Insurance:

From: 4.00pm 1st September 2015

To: 4.00pm 1st September 2016

Both Local Standard Time at the Insureds Australian head office.



Products:

Principally food, drink, sporting goods and equipment and including any goods, products or property manufactured (including deemed manufacture), grown, extracted, produced, processed, assembled, altered, constructed, erected, installed, repaired, serviced, treated, sold, supplied, distributed, imported or exported by the Insured.

Interest Insured:

The Insureds legal liability to third parties to pay compensation in respect of death, illness, personal injury and/or property damage occurring during the period of insurance as a result of an occurrence and happening in connection with the business/sporting activities or caused by any of their products.

Territorial Limits:

Worldwide excluding USA and Canada

Noted u Worldwide coverage applies (including USA and Canada) in respect to declared drivers travelling overseas to represent Harness Racing New South Wales.

Limits of Liability:

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.

Sub Limits of Liability:

Property in Physical or Legal Control \$2,000,000 In respect of any one occurrence or series of occurrences arising out of the one event during the period of insurance.

Sub limit of \$200,000 any one harness racing trainer(s)

Professional Liability \$2,000,000 Limited in the aggregate for Errors and Omissions (This sub section is limited to declared vets). Retroactive date 30th June 2002. Advertising

Deductible

Personal Injury \$1,000 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 \$1,000 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

Errors and Omissions \$1,000 each and every Occurrence inclusive of Supplementary Payments



Driving Risk	\$10,000	each and every Occurrence inclusive of Supplementary Payments in respect to all other claims
Advertising injury	\$1,000	each and every Occurrence inclusive of Supplementary Payments
Professional Liability	\$20,000	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:

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.

AIDS/HIV Exclusion

This Policy does not cover liability in respect of Personal Injury or Property Damage arising out of or caused by or in connection with - 1. The human immune deficiency virus (HIV) or any mutation, derivation or variation thereof:
2. Any HIV related illness including but not limited to acquired immune deficiency syndrome (AIDS) or any mutation, derivation or variation thereof.

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

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.

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.



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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.

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.

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.



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"Trainer" means:

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

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.

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.



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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.



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Declared Clubs:

Albury
Armidale
Bankstown
Bathurst
Blayney
Broken Hill
Bulli (Bulli at Menangle)
Canberra (ACT Harness Racing Club)
Coolamon
Cootamundra
Cowra
Dubbo
Eugowra
Fairfield
Forbes
Goulburn & District
Griffith
Inverell
Junee
Leeton
Lithgow
Maitland
Muswellbrook
Narrabri
Newcastle
NSW Harness Racing Club
- Menangle 1
- Menangle 2
Orange
Parkes
Peak Hill
Penrith
Tamworth
Taree
Temora
Wagga
West Wyalong
Young

Training, Trialling and Public Tracks Information:

Armidale Harness Racing Club Inc.
Bega Harness Racing Club Inc.
Conowindra Harness Racing Club Inc.
Hawkesbury Owners & Trainers Association (HRNSW in process of purchasing)
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
Tweed Heads Coursing Club
Portland Kremer Park trotting facilities
Tony Luchetti Sports Precinct
Grafton
Bega Showground
Gunning Showground u training track and gymkhanas
Macksville Showground u training track and gymkhanas
Mullumbimby Show Track u training track and gymkhanas
Castle Hill Showground u grounds used for trials



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Training Tracks Owned and Operated by Councils:

Albury
Ariah
Armidale
Bangalow
Bankstown
Bargo
Barellan
Bathurst
Bendick Murrell
Birubi Point
Blayney
Broken Hill
Broughton Creek boat ramp
Bulli
Canberra
Canowindra
Casino
Cessnock
Condoblin
Coolamon
Cootamundra
Cowra
Crookwell
Deniliquin
Dubbo
Dungong
Echuca
Eugowra
Fairfield
Forbes
Ganmain
Gilgandra
Gooloogong
Goulburn
Grenfell
Griffith
Gunnedah
Hawkesbury
Inverel
Junee
Lackey Park Moss Vale
Lake Carelligo trotting track
Leeton
Lithgow
Maitland
Manilla
Marrar
Marulan
Memorial Oval u Broken Hill
Menangle Park
Mildura
Moonbi
Morisset
Muswellbrook
Newcastle
Nowra
Nyah



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Oberon
Orange
Parkes
Peak Hill
Penrith
Portland
Quirindi
Raymond Terrace
Riverstone
Seven Mile Beach
Tamworth
Temora
Trundle
Ungarie
Uralla
Wagga
Warren Show ground & racecourse
Weethalle
Werris Creek
West Wyalong
Whitton Sports & Rec Park
Yanco
Yarrawonga
Young

Additional Council Owned Tracks:

Orange
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

New South Wales u Mini Trotting affiliated Associations/Clubs:

Albury
Bankstown
Bathurst
Broken Hill
Canberra
Dubbo
Inverell
Junee
Leeton
Maitland
Menangle
Newcastle
Penrith
Riverina
Tamworth



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Note: Training and trialling at Public Tracks to be added to the mini trotting facilities list

Armidale HRC
Bega HRC
Canowindra HRC
Hawkesbury Owners and Trainers Assoc,
Moama HRC
Moss Vale and Districts Harness Assoc.
Nowra HRC
Stanford Merthyr Park Cessnock
Wollondilly HRC

Vacant Land Owned by HRNSW:

Beresfield
Goulburn x 2
Hawkesbury
Tamworth
Wagga

Market Days:

Bankstown
Penrith
Menangle
Fairfield

Show Trots:

Manilla Showground

Other Events:

- Annual Penrith show/fair
- Yearling exhibitions
- Penrith Spring Horse Show
- Annual Awards Night
- Charity Events
- Entertainment at race meetings
- Occasionally jumping castles and fireworks displays but all third party operators are required to have their own insurance.
- Clubs rooms may be hired out for private functions / meetings. Larger clubs such as Penrith hire out their rooms for weddings, birthdays, parties, meetings, conferences, and wakes. They also hire out the grounds for music concerts, fairs/festivals, gymkhanas, school activities, annual show organisers of these events carry their own insurance).

Policy Endorsement

It is hereby noted and agreed to provide extension of cover for passengers whilst travelling in the back of the on track mobile.

Insurer Security:

Underwritten for certain underwriters at Lloyds of London & ACE Insurance Ltd. by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B0572NA15SL03 & 001-2015 respectively. \$20,000,000 x \$5,000,000 is 100% underwritten for ACE by their agent SLE Worldwide Australia Pty Limited under binding authority 001-2015. \$25,000,000 x \$25,000,000 is 100% underwritten for ACE by their agent SLE Worldwide Australia Pty Limited.

Please refer to the policy wording for full terms, conditions, exclusions.

It is hereby noted and agreed to include - Hawkesbury Owners & trainers Trotting Associated Inc as additional insured.



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