

## CAMS NATIONAL INSURANCE PROGRAM 2018/2019

## Public liability insurance | Property Owners

Please refer to the information below to see if this coverage is right for you and your organisation and the activities you intend to deliver. For further advice please refer to the Gallagher Sport Team.

## Overview of Cover to Property Owners

Property Owners play an integral part to the ongoing success of Motor Sport in Australia. As such, the bespoke CAMS Public Liability program affords Property Owners (defined in the wording as Landowners, Land Managers, Land Administrators and Lessees of Property) the same coverage afforded to the peak body itself. A summary of the Policy limits is noted below:

Limit of Indemnity	Section 1 – Public & Products Liability	\$100,000,000
	Section 2 – Professional Indemnity	\$10,000,000
Period of Insurance	From	12 December 2017
	To	31 December 2018
Scope of Events	Those activities as permitted or approved by CAMS, and any such additional events for which CAMS may elect to specifically notify to Underwriters, from time to time.	
Policy Number	SPL151634	
Insurers	Certain Underwriters at Lloyds of London	

With high policy limits and broad coverage that includes use of Unmanned Aerial Vehicles (UAV's), property used as a Landing Area and Camping activities, the CAMS Public Liability program is designed to support Property Owners in the unlikely event of a claim being made against them.

Below are a number of extracts from the CAMS Public Liability policy wording that provides clarification as to who is insured and for which activities they are and are not insured for. Whilst the below is a summary only, if you have specific enquiries with regards to the cover afforded to Property Owners, please contact the Gallagher Sport Team.

The CAMS combined Public, Product and Professional Liability policy notes the following entities as 'Insureds' under the policy (Page 2 of 33):

- Landowners
- Land Managers
- Land Administrators
- Lessees of Property

The scope of activity for which indemnity is provide to the 'Insureds' as noted above includes (Page 3 of 33):

"...those activities as permitted or approved by Confederation of Australian Motor Sport Ltd, including preparation, lead in, lead out and similar activities associated with such permitted or approved activities. Principally, but not limited to, those types of activities declared in the Mainstream Motor Sport Event Calendar and those activities specifically provided for in the Policy together with any such additional activities for which Confederation of Australian Motor Sport Ltd may elect to specifically notify to the Insurer, from time to time."

It is important to note that the CAMS policy is covering the 'Insureds' in connection with the Business of CAMS, which is classified as (Page 3 of 33):

"Administrators, regulators, organisers and promoters of motor sport, provider of medical facilities &/or fire services &/or rescue services &/or ambulance services and all incidental activities thereto including social clubs, members services and other non-motor sport activities as agreed and declared from time to time and/or property owners and/or lessors/lessees and/or all ancillary and associated activities and activities of affiliated clubs.

Non-motor sport activities including, but not be limited to, committee and club meetings, social gatherings, fund raising activities, working bees and the like.

Associated Activities are:

- a. Helicopter and Balloon flights, in and out of a landing area at a venue.
- b. Erection, on-site maintenance to tents and marquees owned by the Insured
- c. Camping activities.
- d. Sales of Fuel and Oils, apparel, photographs, spare parts, food and drink, catering, memorabilia, toys, solvents, servicing equipment and machinery.
- e. Use of caravans, pantechs, prime movers and trailers."

The policy does not provide coverage to any Insureds for any commercial, non-motor sport activities unless specifically noted above.

## CAMS NATIONAL INSURANCE PROGRAM 2018/2019

### Public liability insurance

Please note: the following information is an excerpt from the cams national insurance program handbook – available via [sport.ajg.com.au](http://sport.ajg.com.au)

Please refer to the information below to see if this coverage is right for you and your organisation and the activities you intend to deliver. For further advice please refer to the Gallagher Sport Team.

#### Summary of Cover

The Summary of Cover below provides a general overview of the Program's Public and Products Liability Insurance including Professional Indemnity.

**Public/Products Liability Cover** Public/Products Liability insurance can provide protection for CAMS affiliated clubs, permit holders and CAMS members against legal and associated costs that may arise if they are accused of negligence. Professional Indemnity insurance can provide protection for insured individuals against legal and associated costs that may arise if accused of negligent acts, errors or omissions.

**The Insured** Confederation of Australian Motor Sport Ltd and all controlled and related entities.

**Who is covered:** CAMS Employees; Members; Licence Holders; Volunteers; Officials; CAMS appointed personnel for specific events, series or championships; Affiliated Clubs (to the extent of activities not requiring a CAMS Permit); Pit Crew; CAMS Track Licence Holders; Series Category Managers and Series Competition Managers; CAMS Permit Holders (event organisers); Landowners, land managers, land administrators and/or lessees of property (to the extent of their respective rights and interests within CAMS Permitted events); Sponsors (to the extent of their respective rights and interests within CAMS Permitted events).

**Scope of Cover:** Indemnity applies to those activities as permitted or approved by the Confederation of Australian Motor Sport Ltd (CAMS) including preparation, lead in, lead out and similar activities associated with the permitted or approved activities. Principally, but not limited to, activities declared by CAMS via the Mainstream Motor Sport Event Calendar and those activities specifically provided for within the Policy Wording together with any additional activities for which CAMS may elect to specifically notify to the insurer from time to time.

### General advice regarding insured activities:

In general, the following activities are automatically covered by the Program's Public/Products Liability Insurance:

- **Event** activities as approved through the CAMS Permit application process (including preparation, lead in, lead out and similar activities associated with approved motor sport activities) where:
  - a. The CAMS Permit application includes a list of all motor sport and non-motor sport activities/risks; and
  - b. Does not require insurer notification (see below).
- **Club** activities undertaken by CAMS Affiliated Clubs (including Enthusiast Car Clubs and Sporting Car Clubs) where:
  - a. The activity is undertaken for club members only;
  - b. A CAMS Permit is not required; and
  - c. Does not require insurer notification (see below).

Such activities may include, but are not limited to, administration duties, regulatory activities, event organising and promoting, provision of medical facilities and/or fire services and/or rescue services and/or ambulance services and incidental activities including affiliated club member services and non-motor sport activities (as agreed and declared to the insurer prior to commencement).

Non-motor sport activities shall include, but are not limited to, committee and club member meetings/social events, fund raising activities and working bees (excluding construction or professional works of any kind).

Property owners and/or lessors/lessees shall be indemnified to the extent of their rights and interests associated with approved motor sport activities only.

### Limits of Cover:

Public Liability – Any One Occurrence	\$100,000,000
Products Liability – Any One Occurrence and in the Aggregate	\$100,000,000
Professional Indemnity – Any One Occurrence and in the Aggregate	\$10,000,000

### Excess:

Each and Every Occurrence (see table below)

Insured Entity	CAMS Permitted Motor Sport Events	CAMS Non Competitive, Social Permitted Event (i)	CAMS Social Events (ii)
Affiliated Sporting Club (Sporting Plans 1, 2,3,4)	\$5,000	\$1,000	\$1,000
Affiliated Enthusiast Club (Enthusiast Plans 1, 2,3,4)	N/A	\$1,000	\$1,000
Landowners	\$5,000	\$1,000	\$1,000
Other entities	\$10,000	N/A	N/A

- i. events or activities not involving motor sport activities and where general public are involved
- ii. events or activities not involving motor sport activities and where only club members are involved, e.g. committee meetings, working bees, club social drive days, club only show and shine

### Professional Indemnity:

Each and Every Occurrence \$10,000



### General Exclusions (What's NOT covered?)

- Claims where the insured is liable under any Workers or Workmen's Compensation or Accident Compensation legislation;
- Driver/entrant/crew to other driver/entrant/crew in competing vehicles whilst both are competing in the same event and/or practicing in any form, for Property Damage only;
- Contractual liability except as outlined above in the extensions section;
- Liability caused by any aircraft or arising out of any work therein or thereon;
- Pollution – other than sudden, identifiable, unintended and unexpected.

## Public Liability Claims

If you have received a letter of demand or legal writ from a third party who is accusing you of causing their loss, you must notify the insurer by completing a Public Liability Claim Form.

A letter of demand or writ is a document from a third party who is demanding that you make payment for or is accusing you of causing their financial loss for property damage or injury costs.

In general, the third party does not need to prove negligence for you to lodge a claim. Once an accusation of negligence has been made (via the letter of demand or writ) you should follow the steps below to lodge a formal Public Liability Claim with the CAMS Insurer.

Please note, third parties are not insured by the CAMS Insurance Program and therefore are not eligible to lodge a claim directly.

### When an incident occurs

When an incident occurs that results in property damage or injury to a third party:

- Do not admit any liability
- Do not promise that the CAMS insurance will or will not compensate them for any aspect of their loss
- Do not enter into any correspondence with any third party without prior written consent of the CAMS insurance provider
- Obtain a copy of all incident reports relating to the incident

### If you receive a letter of demand or writ...

- Do not admit any liability
- Do not promise that the CAMS insurance will or will not compensate them for any aspect of their loss
- Do not enter into any correspondence with any third party without prior written consent of the CAMS insurance provider
- Obtain a copy of all incident reports relating to the incident
- Obtain a copy of all correspondence relating to the incident
- Complete and Submit a CAMS Public Liability Claim Form





#### Duty of Disclosure:

From time to time, certain activities undertaken by CAMS Permit Holders, CAMS Track License Holders and/or CAMS Affiliated Clubs may extend beyond the scope of motor sport activities that must be pre-approved by CAMS (for example, entertainment or non-motor sport activities). In these circumstances, you may be required to notify the insurer of these activities. The insurer, at its sole discretion, may accept or deny coverage based on the information supplied by CAMS.

The Program is designed to offer broad coverage for the agreed risks as determined by CAMS each year upon renewal of the insurance policies. Therefore, any risks considered outside the scope of cover below, must be brought to the attention of CAMS and Gallagher accordingly.

As part of the current contract of insurance, all insured organisations have a duty under the Insurance Contracts Act 1984, to disclose to the insurer (via Gallagher) every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

This duty does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract altogether. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

The insurer requires that all CAMS Affiliated Clubs and CAMS Permit Holders consider all risks associated with their insured activities carefully. If you are not sure, or would like further clarification, regarding coverage of these activities please refer to the information within.

#### GENERAL ADVICE WARNING:

The information provided by Gallagher is considered general advice only and does not take into account your personal or financial situation. This information must be read in conjunction with the Policy documentation.