

# Speedway Australia

Liability Insurance Program Handbook 2021



## CONTENTS

Program overview	3
About Gallagher & Gallagher Motorsport	4
Gallagher Motorsport Team Contacts	5
Summary of coverage	6
Speedway Australia Event Permit Procedure Guide	9
Speedway Australia Services	11
Claims	14
Important information	15

### 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.

Gallagher is one of Australia's – and the world's – largest insurance broking and risk management companies. We're the broker of choice for more than 130,000 Australian businesses – from micro-SMEs through to multinational corporations and iconic brands.

With 30+ regional and metropolitan branches across Australia, we understand local business communities because we're part of them ourselves.

Globally, the Gallagher network of 850+ offices in over 50 countries, enables us to leverage relationships with international insurance partners to create programs that achieve claims outcomes beyond the scope of many smaller brokers.

For more information on the services we offer, please read our [financial service guide](#) which is available from our website [www.ajg.com.au](http://www.ajg.com.au).

## PROGRAM OVERVIEW

Welcome to the Speedway Australia Liability Insurance Program provided by Gallagher. As the appointed insurance brokers of Speedway Australia, Gallagher is delighted to provide the following information to assist you with your track and club throughout the year. Cover provided by the insurance program is open to all Speedway Australia approved venues and clubs in Australia and insures over 85 Tracks and Associations.

### What is the Speedway Australia Liability Insurance Program

The Speedway Australia Liability Insurance Program (the Program) is made up two (2) key covers:

- **Public and Products Liability Insurance**
- **Errors and Omissions**

The scope of the Speedway Liability Insurance Program continues to be one of the most comprehensive available in the insurance market. It is a custom designed policy, not an “off the shelf” insurer’s product. It is specifically designed solely for motorsport and Australian Speedway in particular. The policy has been continually refined to provide broad cover for Speedway’s participants over 30 years. The policy is underwritten by Certain Underwriters at Lloyd’s who are APRA approved insurers.

### Key Features of the 2021-2022 Insurance Program

- The Policy Limit of Liability is \$50,000,000. Public Liability any one occurrence / claim, but in the aggregate for the period of insurance separately in respect of Pollution Liability and Products Liability.
- Gallagher have negotiated for the Errors and Omissions Limit increased to \$5,000,000 any one Claim and \$10,000,000 in the aggregate for any one period of insurance. Please note that the Errors & Omissions cover provided by the policy is subject to claims-made-provisions.
- Deductible level is \$10,000 with the Tracks bearing \$1,500 and the balance payable by Speedway Australia.
- Single policy underwritten by Certain Underwriters at Lloyd’s who are APRA approved.
- “Pay as you go” retrospective invoicing based on meetings completed.
- Low Risk Race Meeting Category retained.
- Participant to Participant claims defence costs cover, \$15,000 any one Speedway Australia licensed driver, any one claim and \$100,000 for all claims arising out of one occurrence (Australia Wide except Tasmania).
- Participant to Participant cover for Tasmanian Tracks \$10,000 any one claim and \$100,000 for all claims arising out of one occurrence
- Non-racing Occupiers/Owners liability cover provided 24/7 upon return of the Commitment Form.

It is important to note that the above is a summary of key features and does not represent the policy document issued by our insurers. For further explanation, we refer you to the Summary of Coverage on pages 6-8 of this handbook.

The information provided by Gallagher within this resource is a general overview of the Program only and establishes the coverage afforded to Speedway Australia approved tracks and clubs.

### Who is this resource for?

All approved Speedway Australia venues, Insured tracks and their respective committees, members, volunteers and officials including Speedway/Track Owner.

## ABOUT GALLAGHER & GALLAGHER MOTORSPORT

### Who is Gallagher?

Gallagher is one of the world's leading providers of insurance broking and risk management services. We have a long history supporting motor sport and the sport and recreation industries. We have been working closely with the Australian sports industry for over thirty years developing insurance and risk management programs that identify and address risks that are unique to sport.

We are a proud partner of Speedway Australia and it is with great pleasure we provide this Program to improve aspects of your physical, legal and financial safety.

### Strength/Benefits

Our success is based on delivering the professional advice and service our clients need to ensure their financial continuity.

We are committed to understanding your business and earning your trust. We aim to position you to financially survive any insurable event through proactive advice and solutions. Although we are a global company with multinational capabilities, our focus remains committed to local service supported by incomparable resources.

Our brokers enjoy an international standard of professional development and product knowledge. In other words, we provide better specialised resources directed to a better local delivery for you. Our strengthened relationships with insurance companies in Australia, New Zealand and globally also helps us to negotiate better deals and more coverage options; ultimately delivering even better value for money to you.

### Ethical company

Gallagher has been named one of World's Most Ethical Companies consecutively since 2012.



The World's Most Ethical Companies® designation recognises companies that truly go beyond making statements about doing business “ethically” and translate those words into action. Honorees not only promote ethical business standards and practices internally, they exceed legal compliance minimums and shape future industry standards by introducing best practices today.

Gallagher is the **only** Insurance Brokerage to be named one of the world most ethical companies.

### Gallagher Motorsport

Gallagher has a long and proud history with motorsport in Australia having been the appointed broker of Motorsport Australia for over a decade. We are therefore extremely proud of our newly formed partnership with Speedway Australia. We believe it is exciting when two organisations, Gallagher and Speedway Australia, can come together to develop a new range of benefits for members of the sport.

Gallagher is unique in its ability to draw on in-house technical expertise and specialty advisors to meet the broadest range of insurance and risk management and deliver this to Speedway Australia.

We are not an insurance company. We are risk specialists who will help you to source appropriate risk protection (insurance) options to suit your needs. Most importantly – we specialise in motorsport!

Our motorsport team is made up of experts from different industries including sport, insurance, risk management and commercial/ corporate enterprises. Our ability to meet and exceed expectations is due to our capability to listen to your needs and understand your specific risks – then find you the most appropriate insurance options available for those risks.

## Risk Management

Insurance is only one part of an effective risk management program. The aim of insurance is to address some of the financial implications if/when an incident occurs. Preventing undesirable incidents is preferable to lodging an insurance claim. Avoiding unwanted surprises, minimising losses and maximising opportunities, is critical to the ongoing development of all motorsport and Speedway Australia can provide excellent support in this area.

A simple risk management program that provides an organised approach to managing risk will ensure the highest quality motorsport is delivered to your members and key stakeholders. Speedway Australia is committed to delivering safe motorsport via best practice resulting in the highest levels of safety and we urge all affiliated clubs and permit holders to ensure that risk management (including safety) is embedded within your organisation's culture and operations.

## GALLAGHER MOTORSPORT TEAM CONTACTS

Please direct all email enquiries to Gallagher to the following email address: [speedway@ajg.com.au](mailto:speedway@ajg.com.au)

**NOTE: We request you please quote your track name in subject titles of all emails to Gallagher to help speed up the service to you.**

Key contacts	
<p><b>Martyn Luck</b> Senior Account Executive Phone: 08 8172 8121 Mobile: 0411 866 440 Email: martyn.luck@ajg.com.au</p>	<p><b>Shaun Sirbadhoo</b> Senior Account Executive Phone: 02 8838 5732 Mobile: 0435 223 656 Email: shaun.sirbadhoo@ajg.com.au</p>
Claims contact	
<p><b>Gary Graham</b> Senior Claims Executive Phone: 02 9242 2021 Email: Gary.Graham@ajg.com.au</p>	

# PUBLIC LIABILITY & ERRORS & OMISSIONS INSURANCE

## SUMMARY OF COVERAGE

This Summary of Coverage is prepared as a brief outline of the proposed cover. It is not a complete description of all the policy terms, conditions, and exclusions which determine coverage for a claim. For further advice please refer to the Gallagher Motorsport Team.

### Summary of Coverage

The Summary of Coverage below provides a general overview of the Speedway Australia Public Liability & Errors and Omissions Insurance Program.

#### Public Liability & Errors and Omissions Cover:

Public/Products Liability insurance can provide protection against legal and associated costs that may arise if you are accused of negligence.

Errors and Omissions insurance can provide protection against legal and associated costs that may arise if accused of negligent acts, errors or omissions.

#### The Insured:

Speedway Australia

The Chief Administrator, Committees, Members, Volunteers, and Officials, for the time being of: National Association of Speedway Pty Ltd, National Association of Speedway Racing Inc. Trading as Speedway Australia. 287 Payneham Rd Pty Ltd, Federation of Australian Speedway and state affiliates.

NASR Vic Inc. Trading as Speedway Victoria.  
 NASR NSW & Act Inc. Trading as Speedway NSW & ACT.  
 NASR Qld Inc. Trading as Speedway Queensland.  
 NASR SA Inc. Trading as Speedway South Australia.  
 NASR Tasmania Inc. T/as Speedway Tasmania.  
 NASR WA Inc. Trading as Speedway Western Australia.  
 Motorcycling Australia & state affiliates  
 Australasian Speedway Promoters Association Inc.  
 Sprintcar Control Council of Australia & state affiliates.  
 Speedcars Australia & state affiliates.  
 Speedway Sedans Australia ASCF Inc. & state affiliates.  
 Dirt Modifieds Australia & state affiliates.  
 Australian Formula 500 Association & state affiliates.  
 Australian Motor Contest Association Pty. Ltd. & state affiliates.  
 Australian Compact Speedcar Association Inc. & state affiliates.  
 Australian Vintage / Classic Speedway National Body Inc. & affiliated member Clubs.  
 Junior Quarter Midgets Australia & state affiliates.  
 Speedway Karts Association of Australasia & state affiliates.  
 Late Models Australia Inc. & state affiliates.  
 Australian Out Law Kart Clubs  
 Wingless Sprints Australia Pty. Ltd. & state affiliates.  
 Racing Sedans Australia Inc. & state affiliates.  
 Modlites Australia Inc. & state affiliates.  
 World Series Sprintcars

#### Who is covered:

Speedway Australia; including State and Federal Control Bodies of all Listed Bodies together with their Individual Affiliated and Associated Clubs and Tracks and Their Respective Committees, Members, Volunteers, Officials, Competitors, Competitor Groups and Speedway/Track Owners, Landowners and/or Lessees of Property, Sponsors, Event Organisers and their Servants, Fire, Rescue, Towing and Medical Organisations who supply services to Speedway for their Respective Rights and Interests.

#### Scope of Cover:

Principally administrators, organisers and promoters of Speedway, Go Kart,

Dirt Track Racing, together with Marketing and Risk Management and all incidental activities including Club activities and other activities as declared to insurers from time to time.

**Extensions of Cover:**

The cover provided by this Policy is extended to include the following:

**Practice Sessions**

The Policy includes the Insured's legal liability for Injury or Damage in terms of the Policy in connection with practice sessions including one off testing that may occur in the off season and sponsor and mechanic days. These events allow for General Admission of up to and including 100 (One Hundred) people without charge/premium.

**Track Day Permits**

This Policy includes the Insured's legal liability for Injury or Damage in connection with Track Day permits issued to Tracks where they allow teams to use a track for their own benefit or commercial gain where they charge a cost per lap or for the season. This may include 2 seater rides.

**Member to Member Liability**

This Policy includes the legal liability of one member of a club to another member of a club for Injury or Damage provided always that such member is not entitled to indemnity under any other insurance and shall observe, fulfil and be subject to the terms, conditions and exclusions of the Master Policy so far as they apply. This extension is also subject to the participant to participant policy exclusion including any coverage written back into this Policy under provisos applicable to that exclusion.

**Insured Events**

This Policy provides indemnity for Claims arising out of or in any way connected with Insured Events but limited to such events of insured parties, declared clubs, tracks or venues for which a premium has been paid. Any club or track which arranges cover under this Master Policy shall, by payment of the premiums for Insured Events be entitled to indemnity in terms of the Policy for all non-sport activities conducted by the club or track. This indemnity is provided notwithstanding the fact that motorsports activities have ceased at the end of the motorsport season.

"Insured Events" means any speedway or other motorsport meeting, race, practice, qualifying or demonstration which have been approved by the National Association of Speedway Racing, held at a track or venue approved by the National Association of Speedway Racing for the above purposes.

**Limits of Liability:**

AUD 50,000,000 any one occurrence/Claim but in the aggregate for the Period of Insurance separately in respect of Pollution Liability and Products Liability

Sub Limited to:

- AUD 5,000,000 any one Claim and AUD 10,000,000 in the aggregate for the Period of Insurance in respect of Errors and Omissions
- AUD 10,000 any one claim by any one person but AUD 100,000 for all claims arising out of one occurrence in respect of participant to participant claims in Tasmania.
- AUD 15,000 any one claim by any one Speedway Australia licensed driver in respect of defence costs for participant to participant claims Australia wide excluding Tasmania, but AUD 100,000 for all claims arising out of one occurrence

**Excess:**

A\$10,000 each claim or series of claims arising out of one originating cause, it being noted by insurers that individual tracks will bear the first \$1,500 of any claim, with the balance of up to \$10,000 being the responsibility of Speedway Australia, other than in respect of Defence Costs for participant to participant claims Australia wide excluding Tasmania where an Excess of \$1,500 each claim or series of claims arising out of one originating cause shall apply.

### Major Exclusions (What's NOT covered?):

The following represents a summary of important policy exclusions where no liability cover is provided by this Policy. Please contact Gallagher if you require further clarification.

- Liability arising out of or in connection with a Communicable Disease (i.e. COVID-19)
- Liability arising out of or in connection with any Cyber related claims
- Liability assumed by the Insured under any contracts or agreements
- Liability arising out of or in connection with contractors and subcontractors
- Liability arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage.
- Liability for claims in respect of the legal liability of a driver and/or entrant and/or crew in a competing vehicle to other drivers and/or entrants and/or crews in competing vehicles whilst both are competing and/or practising in any form but this exclusion does not apply to:
  - (a) tracks and insured events in Tasmania where this Policy shall apply to indemnity in respect of Injury to drivers and/or entrants and/or crew in vehicles competing in an event or practice caused by other drivers and/or entrants and/or crew in competing vehicles, whilst all are engaged in the same event or practice;
  - (b) defence costs in defending a claim arising out of Injury to drivers and/or entrants and/or crew in vehicles competing in an event or practice anywhere in Australia (except for Tasmania) caused by other drivers and/or entrants and/or crew in competing vehicles, whilst all are engaged in the same event or practice
- Claims where the insured is liable under any Workers or Workmen's Compensation or Accident Compensation legislation;

### Duty of Disclosure:

From time to time, certain activities undertaken by Speedway Australia approved venues and clubs may extend beyond the scope of motorsport activities that must be pre-approved by Speedway Australia (for example, entertainment or non-motorsport 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 Speedway Australia.

The Program is designed to offer broad coverage for the agreed risks as determined by Speedway Australia each year upon renewal of the insurance program. Therefore, any risks considered outside the scope of cover, must be brought to the attention of Speedway Australia 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 Speedway Australia approved venues and clubs 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.



## SPEEDWAY AUSTRALIA EVENT PERMIT PROCEDURE GUIDE

This Guide provides important information on common procedures you will encounter. Race Category Selection Table is included on page 13. Please retain this document for ready reference.

In conjunction with our newly appointed insurance brokers, Arthur J Gallagher & Co (Gallagher), Speedway Australia has arranged renewal to deliver a strong insurance program for 2021-22. Cover provided by the insurance program is open to all Speedway Australia approved venues and clubs in Australia and insures over 85 Tracks and Associations.

### There are key changes that apply this year:

- We have developed a time saving Speedway Australia Online Portal where you can order your permit(s).
- You are required to log into the Speedway Australia Portal immediately following the event to confirm meeting completion.
- You will be invoiced retrospectively by our brokers, Gallagher, upon your confirmation that the meeting was completed and for the category you selected.
- If a meeting is not run in accordance with the current cancellation policy, you will not be invoiced.

### What is a Speedway Australia Permit and why do I need one?

- No insurance cover is provided for on track activity such as racing, demonstration or practice of any kind unless a permit has been issued by Speedway Australia. Permits must be posted on display at a prominent location at your Speedway. You are required to read, understand, and comply with the Speedway Australia Track Operator's Manual
- There are two types of Permit:
  - **Race Permit.** Issued by Speedway Australia for a full race meeting.
  - **Practice Permit.** Issued by Speedway Australia. Practice Permits are not invoiced. Eligibility for Practice Permit is described in detail on page 10.

### Category Selection Table

- Using the definitions in the table on page 13, you are required to categorise and declare each race meeting by using the Speedway Australia Online Portal. The middle "Permitted" column shows permitted classes that can be run in the category. The right hand "Restricted" column shows the classes that cannot be run in the category or number limitations per meeting. For instance, if a meeting is planned for Modified Sedans, Street Stocks, Juniors and more than 10 Formula 500's, the rate applicable for that meeting would be a "C" (Club Event) and the corresponding premium on your Commitment Form would be payable.
- If the next meeting is an open Sprintcar event of more than 14 Sprintcars, the "AAA" premium would apply. Please note, Only Speedway Australia approved categories are permitted to participate in any meeting or practice. If you need assistance with an unlisted category, please contact Liz Weaver or Mark Holmes at Speedway Australia

### Two-Day Meetings

- Two consecutive date meetings attract premium at the rate of one-and a half times the relevant premium category, simply multiply the corresponding Permit Fee on your Commitment form by 1.5.

### Low Risk Race Meeting Category

- The "Low Risk" race meeting category was first introduced in 2008 to make Public Liability Insurance more affordable for smaller Tracks running low-key club meetings. **ALL of the following criteria must be met to qualify for this category:**
- Maximum of 40 competing cars at event (not per race).
- Maximum of 10 competing cars on track at any one time (including feature races).
- Maximum of 350 paying spectators.
- Note: Sprintcars, V6 Wingless Sprints, Speedcars, Monster Truck shows, and other Non-Speedway
- Events are not eligible for this category.
- The premium for an "LR" meeting is a flat-rate premium of \$500 including government stamp duty. An additional GST charge applies if your venue is not registered for GST where the premium will be \$550.

### Track Hires

- If you are contemplating hiring out your venue for a non-speedway event, please refer to Gallagher for advice before entering into any agreement.

### Invoices, Statements and Premium Payments

- Permits applied for on the Speedway Australia Online Portal will be issued by email when approved by Speedway Australia. You will be required to login to the Speedway Australia Portal to declare if the meeting was run and confirm the category. An invoice will then be issued to you by Gallagher for immediate payment. If the meeting was rained out and cancelled before the meeting was run, you will need to select "Cancelled" and provide the reason from the drop-down box. In these circumstances, you will not be issued an invoice. Please note payments must be made before further permits are issued. It is your responsibility to notify us by logging to the Speedway Portal within two days of the event as to whether the meeting was completed or not.
- If you wish to query or alter the race meeting dates and/or categories listed on your invoice, please notify us by email immediately so that we can make necessary alterations.

### Rain-out and Event Cancellation Policy

- The Cancellation Policy remains unchanged. Now that we have introduced retrospective invoicing, you will not be invoiced for meetings cancelled. This initiative has been implemented to reduce the number of adjustments and cancellation credits to account. Invoices will apply to partially completed meetings as follows.
- If a meeting is rained-out or cancelled during the meeting and rain-out passes are given to patrons, a 50% credit is applicable. If a meeting is rained-out or cancelled during the meeting and no rain-out passes are given to patrons, the meeting will stand as completed and no credit will be given
- If the incorrect permit has been issued (i.e., a division is cancelled or added), you will be required to declare the alteration to Speedway Australia immediately. Any other requests or notifications should be made by email to Speedway Australia via [permits@speedwayaustralia.net.au](mailto:permits@speedwayaustralia.net.au)

### Practice and Sponsors/Mechanics Day

- Practice events are included at no fee provided that Speedway Australia are notified prior to the event and the public are not permitted entry, paying or not. Speedway Australia must issue a permit to activate on track insurance cover. Please consult the Speedway Australia Track Operators Manual to comply with safety services required for practice events.
- The issuing of Practice Permits is monitored. Ideally, Practice Permits should not normally exceed the number of invoiced meetings. Where track operators hire their facility to Teams for closed private track days for commercial gain, a fee of \$150 excluding GST and stamp duty will be invoiced after the successful completion of the meeting.

**Please note: Gallagher does not facilitate any aspect of the Speedway Australia Permit process. For all Permit enquiries please refer to [permits@speedwayaustralia.net.au](mailto:permits@speedwayaustralia.net.au)**

## SPEEDWAY AUSTRALIA SERVICES

Speedway Australia plays an active role in the success of the insurance program provided by our appointed insurance brokers Arthur J Gallagher & Co (Gallagher), a leading global insurance broker headquartered in the USA with regional offices in Australia.

The following are key components of the success of the Speedway Australia facility.

### Key Initiatives are:

- Track Risk Inspections.
- Track Operators Manual.

### Industry Advocate

As the peak body in Speedway, Speedway Australia is constantly working to progress the industry as a whole and plays a vital role in representing the Speedway Industry in discussion with other major motor sporting organisations, government bodies and regulators.

### Risk Management Support

Speedway Australia has recognised for some time the need to adopt and maintain strong Risk Management philosophies in line with contemporary practice. Speedway Australia's approach is one of influencing and assisting Tracks to achieve the standards demanded as a minimum level of safety. Public Liability insurance arranged for us by our brokers, Arthur J Gallagher is the last line of defence in our Risk Management Program.

### Permit Fee Risk Management Discounts

Risk Management discounts will apply to the permit fee which will determine the total fee payable for each category. Any discount is calculated by Speedway Australia using the following criteria where applicable:

- Track Inspection Reports.
- Track Audit Reports.
- Completed Survey Form Results.
- Attendance of key safety personnel at Speedway Australia Safety Training Seminars.
- Compliance with Speedway Australia rules and regulations including safety systems such as Speedway Australia Licensing for all drivers, mechanics and officials, pit rules and other risk management controls. Our Speedway Track Operators Manual is issued to all venues. If you do not possess one, please contact us immediately.

### Certificates of Currency

If you contemplate hiring or leasing of their facility in whole or in part to a promoter, evidence of the promoter's Public Liability insurance cover should be obtained prior to agreement to hire. A Certificate of Currency issued by the promoter's insurers evidencing cover for their business. The Certificate of Currency should note your Track's legal entity name as an interested party and be current at the date of the event. We ask that forward Speedway Australia a copy at least two weeks before the event.

If you are engaging Contractors and/or Sub-Contractors, please note the policy does not provide insurance cover to contractors and sub-contractors. If you are engaging contractors and/or sub-contractors for any activities, whether it is electrical work, catering, earthworks, fireworks, amusements, or other entertainment for an event, it is imperative that you request a Certificate of Currency of the contractor's and/or sub-contractor's current public liability policy noting your venue as interested party.

## Gallagher Invoice Payment Methods

### Commitment Form and Deposit Premium

For the insurance cover to take effect, we require you to complete the attached commitment form and email it to Gallagher at [speedway@ajg.com.au](mailto:speedway@ajg.com.au). Gallagher will then invoice you for the \$1,000 deposit. The premium deposit will be credited to your first meeting(s) for the season and will ensure continuity of cover for your Track venue for 24/7 non-racing liability cover.

Permit fee for each category are shown on the Speedway Australia Portal. Cover cannot commence until Commitment Form has been received by Gallagher.

### Invoices

Invoices must be paid to Gallagher in full immediately upon receipt. All invoices are issued for the full amount of all meetings where race meetings are completed according to your declaration by accessing the Speedway Australia Permit Portal. Note: Invoices issued by Gallagher provide specific methods to pay. Please follow exact reference numbers provided on each invoice as reference numbers can change.

## CATEGORY SELECTION TABLE 2021-2022

The following category model will be used to determine the premium allocation for individual race meetings.

Category	Category Definition	Permitted Divisions & Limits Per Meeting	Restricted Divisions & Race Car Limits Per Meeting
AAA	Open Event	All Speedway Australia Divisions, Monster Truck Shows & other non Speedway Events (with prior permission)	Maximum Track Limits
AA	Restricted Sprintcar Event	All Speedway Australia divisions except restricted	*Limited to Maximum 14 x Sprintcars
A	Open Wheel Restricted Event (A)	*Up to 8 x Sprintcars All Speedway Australia divisions except restricted	*Limited to Maximum 8 x Sprintcars
B	Open Wheel Restricted Event (B)	*Up to 6 x Sprintcars * Up to 12 x Speedcars All Speedway Australia divisions except restricted	*Limit of 6 x Sprintcars *Limit of 12 x Speedcars
C	Club Event	All other Speedway Australia divisions except restricted	No Sprintcars No Speedcars
OS	Open Sedan Club Event	All Sedans AMCA Nationals Karts Quarter Midgets Vintage Micro Sprints Limited Sportsman Lightning Sprints/V6 Sprints Legend Cars/ Modlites	No Sprintcars or Speedcars No Super Mods No V8 Dirt Modifieds No Super Rods No Wingless Sprints. Limit of 10 x Compact Speedcars Limit of 10 x Lightning Sprints/V6 Sprints/GP Midgets Limit of 10 x Formula 500's No Speedway Trucks
RS	Restricted Sedan Club Event	Sedans AMCA Nationals Karts Quarter Midgets Vintage Burnout Events / Demo Derby	No Open wheel divisions. No Super Sedans No Late Models No V8 Dirt Modifieds No Legend Cars/ Modlites No Speedway Trucks
LR	Low Risk Event	All other divisions except; Sprintcars, V6 Wingless Sprints, Speedcars, Monster Truck shows, and other Non Speedway Events are not Eligible for this category.	All three of the following criteria must be met. <ul style="list-style-type: none"> <li>• Maximum of 40 competing cars in total event</li> <li>• Maximum of 10 cars on track at once</li> <li>• Maximum of 350 paying spectators</li> </ul>
K	Karts Only	Outlaw Karts & SKAA Karts	All Other Divisions
JQMA	JQMA Only	Approved JQMA	All Other Divisions

**Note: Only Speedway Australia approved categories are permitted to participate in any meeting or practice.**

Approved categories are listed on the Speedway Australia website at: [www.speedwayaustralia.org](http://www.speedwayaustralia.org)

**For Other Non-Speedway events including Track hires, please refer to Mark Holmes at Speedway Australia.**

**If you plan to run any Open Wheel Demonstrations, you must obtain approval from Speedway Australia.**

## CLAIMS

If an incident occurs at your club or event that results in property damage or injury, please follow the procedures below to ensure the insurance claim is managed effectively.

### 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 Speedway Australia Insurer.

Please note, third parties are not insured by the Speedway Australia 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 Speedway Australia 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 Speedway Australia 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 Speedway Australia 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 Speedway Australia insurance provider
- Obtain a copy of all incident reports relating to the incident
- Obtain a copy of all correspondence relating to the incident

### How do I make a liability claim?

It is essential that you notify Gallagher Motorsport immediately on [speedway@ajg.com.au](mailto:speedway@ajg.com.au) of any potential claim. We will then provide you with advice as how to proceed.

## IMPORTANT INFORMATION

### The duty of disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty under the Insurance Contracts Act 1984, to disclose to the insurer 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. You have the same duty to disclose those matters to the insurer before you renew, extend or reinstate a contract of general insurance.

Your duty, however, 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.

### Non-disclosure

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

**Please note:** The disclosure is especially important in matters relating to the physical risk, past claims, cancellations of insurance covers, the imposition of increased premiums etc. and any matters that might affect the acceptance of the risk (such as insolvency or criminal convictions). Your duty of disclosure must be taken seriously as it may affect your right to claim. Disclosure is not limited to matters applying to the insured named in the policy but includes other past businesses or private insurances.

### The average clause (under insurance)

Many policies contain a co-insurance (or average) provision whereby you may be required to bear a ratable proportion of the loss in the event that the sum insured is less than the value of the insured property at the commencement of the insurance. Sums insured should be such as to ensure you are not penalised by this provision.

### Hold harmless agreements

You will prejudice your rights of a claim if, without prior agreement from your insurer, you make any agreement that may prevent the insurer from recovering the loss from a third party. These 'hold harmless' clauses are often found in leases, in maintenance or supply contracts (e.g. from burglar alarm or fire protection installers), building or repair contracts and sales agreements. If you are in doubt consult us. This notification requirement applies to all Property insurances and also to Public Liability insurance. It has a special connotation in Products Liability where you must not without the insurer's agreement, indemnify or hold a supplier harmless.

### Insuring the interest of other parties

If you require the interest of any additional parties to be covered you MUST request this. Most policy conditions will exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is properly noted on the policy.

### Utmost good faith

Insurance contracts are subject to the doctrine of Utmost good faith and this is part of the law. Both parties must strictly adhere to Utmost Good Faith and if you fail to do so, you may prejudice any claim.

### Change of risk or circumstances

It is our duty as brokers to give you sound professional advice, but that advice can only be sound and valid if we are kept properly informed of changes and developments to your business or circumstances. It is imperative you advise us of location changes, of new business activities, radical departure from your normal form of business or change in products as such have a tremendous bearing on the adequacy of your insurance program.

Your insurers have assessed and accepted your risks on the basis of information given – any variation of those details could lead to an uninsured loss if they are not disclosed.

For example, an insurer may well accept an engineering risk but no longer give cover if a woodworking activity is entered into. In Liability insurance, underwriters must be informed if the nature of your business changes and, specifically in Products Liability, if your product range changes or you are involved in products not previously made known to underwriters.

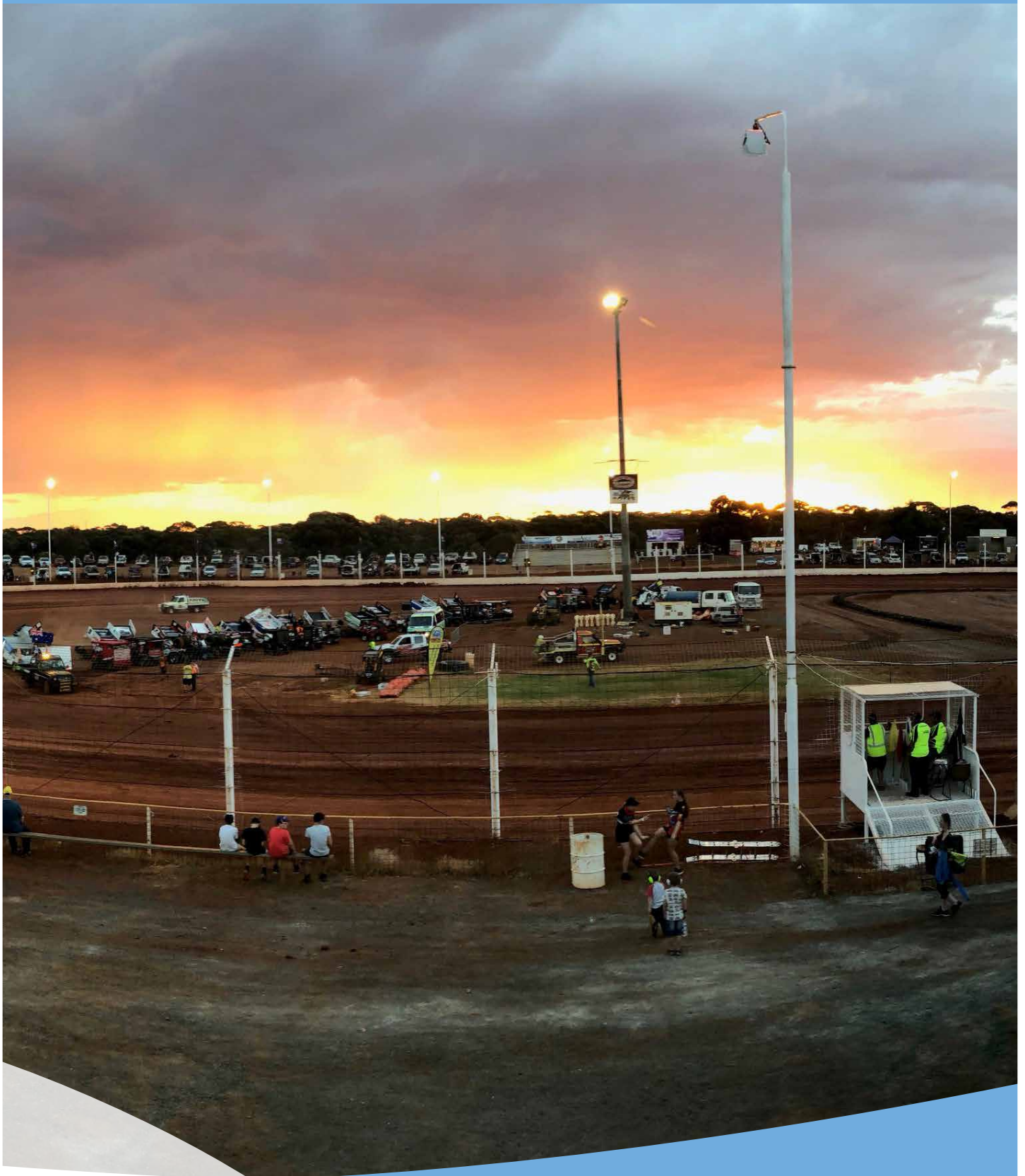
In Personal Accident insurance, a change in occupation could prejudice your cover. In order to ensure proper protection, please consult with us if you are in doubt as to whether an insurer should or should not be told of certain changes.

We would rather give you the extra service by answering those queries, than allow you to take the risk of losing your proper protection under your insurance policies.

### Notice regarding this resource

The following points should be applied at all times:

1. This manual provides a summary of cover only and does not replace, take precedence or form part of the insurance contracts arranged by us on your behalf. The insurance contracts, which are held by Speedway Australia, provide details of the insurance terms, conditions and exclusions.
2. This manual is not intended to be a complete or exact guide to terms, conditions, warranties and exclusions of your insurance contracts.
3. These can only be determined by studying the policy documents. This manual is intended to give you a broad working knowledge of the covers in place.
4. This manual is not to be construed as legal evidence of insurance.
5. It is essential that you comply with all relevant laws, by-laws and regulations. You must take all due and reasonable precautions to prevent or mitigate losses, acting as though you were uninsured. Failure to do so may prejudice your rights and entitlements under your various insurance policies. Please do not hesitate to contact us should any assistance be required.



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