
BROADFORM LIABILITY POLICY

SCHEDULE

Policy Number: 205094401000

The Insured: 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), 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.

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 and/or Leased premises for Harness Racing activities extend only to Clubs licensed by HRNSW, Associations, Nominated Registered Tracks and training facilities.

Property Owners cover is afforded to registered 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. These registered trainers, drivers or stable hands 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.

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
Young

Training, Trialling and Public Tracks Information:

Armidaire 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
Bangalow
Bankstown
Bargo
Barellan
Bathurst
Bendick Murrell
Birubi Point
Blayney
Broken Hill
Canberra
Canowindra
Casino
Cessnock
Condoblin
Coolamon
Cowra
Crookwell
Deniliquin
Dubbo
Dungong
Echuca
Eugowra
Forbes

Ganmain
Gilgandra
Gooloogong
Goulburn
Grenfell
Gunnedah
Hawkesbury
Junee
Lackey Park Moss Vale
Quirindi Showground
Lake Carelligo trotting track
Leeton
Lithgow (training only)
Maitland
Manilla
Marrar
Marulan
Memorial Oval – Broken Hill
Menangle Park
Mildura
Moonbi
Morisset
Narrandera
Newcastle
Nowra
Nyah
Oberon
Parkes
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
Wauchope 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
Leeton
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
Harness Racing NSW Benevolent Fund

Buildings on leased Land:

Menangle Park Training Centre, Menangle park

Period of Insurance: 31 December 2024 to 4:00pm 31 December 2025 to 4:00pm

The Business: Management of Harness Racing NSW, including racing, trialling and training of harness racing standard bred 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 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.

Retroactive Date: 30 June 2002

Limits of Liability:

Public Liability	\$ 50,000,000	any one Occurrence
Products Liability	\$ 50,000,000	any one period of insurance

Sublimits:

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:

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
Professional Liability	\$ 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
Driving Risk	\$ 10,000	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

Geographic Limits:

Worldwide excluding North America

Wording:

SLE Broadform SPM-BF21 Jan24

Premium: As agreed
GST: As agreed
Stamp Duty: As agreed
Admin Fees: As agreed
GST on Fee: As agreed
Total: **As agreed**

Broker: AJG - North Sydney
Level 12, 80 Pacific Highway
North Sydney NSW 2060

Insurer: Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B128416380W24 & 001-2024 respectively.
\$ 20,000,000x \$5,000,000 Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B128416380W24 & 001-2024 respectively.
\$ 25,000,000x \$25,000,000 is 100% underwritten for Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Limited.

Certificate: This is to certify that in accordance with the authorisation granted under Contract No B128416380W24 to the undersigned by certain Underwriters at Lloyd's, whose names and the proportion underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's policy Signing Office, and in accordance with the authorisation granted Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited. by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B128416380W24 & 001-2024 respectively. (hereinafter referred to as "the Insurers)", and in consideration of the premium specified herein, the said Insurers are hereby bound, each for his own part and not for another, their Executors and Administrators and in respect of its due proportion only, to insure in accordance with the terms and conditions contained in the policy to which this Certificate is attached.

Stamped & Dated: 09 December 2024



for and on behalf of SLE Worldwide Australia Pty Limited
ABN 15 066 698 575 AFSL 237268
PO Box H308 Australia Square NSW 1215 Phone: +61 2 9249 4850

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)

CANCELLATION CONDITION:

The Named Insured may cancel this Policy by giving notice in writing to SLE. The Companies may cancel this Policy in any of the circumstances set out in the Insurance Contracts Act, 1984. After cancellation as aforesaid, the premium for the period prior to cancellation shall be adjusted on a pro rata basis plus 10% of the annual premium. When the premium is subject to adjustment, cancellation will not affect the Insured's obligation to supply such information as the Companies may require for the adjustment of the premium. Cancellation will not affect the Insured's obligations to pay the amount of adjustment applicable up to the date of cancellation.

ENDORSEMENTS ATTACHING TO AND FORMING PART OF POLICY NO: 205094401000

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.

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.

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.

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 Rules and trains a horse or does other things which are only done or usually done by trainers.

Stamped & Dated:

09 December 2024



for and on behalf of SLE Worldwide Australia Pty Limited
ABN 15 066 698 575 AFSL 237268
PO Box H308 Australia Square NSW 1215 Phone: +61 2 9249 4850



SLE Worldwide Australia Pty Limited
A.B.N. 15 066 698 575 AFSL237268

Level 11, 56 Clarence Street
SYDNEY NSW 2000

Telephone 61 (2) 9249 4850

Facsimile 61 (2) 9249 4840

Website: www.sleaustralia.com.au

Certificate of Currency

Type of Cover: Broadform Liability

The Insured: 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), 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.

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 and/or Leased premises for Harness Racing activities extend only to Clubs licensed by HRNSW, Associations, Nominated Registered Tracks and training facilities.

Property Owners cover is afforded to registered 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. These registered trainers, drivers or stable hands 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.

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)
Jonee
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
Young

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
Bangalow
Bankstown
Bargo
Barellan
Bathurst
Bendick Murrell
Birubi Point
Blayney
Broken Hill
Canberra
Canowindra
Casino
Cessnock
Condoblin
Coolamon
Cowra
Crockwell
Deniliquin
Dubbo

Dungong
Echuca
Eugowra
Forbes
Ganmain
Gilgandra
Gooloogong
Goulburn
Grenfell
Gunnedah
Hawkesbury
Junee
Lackey Park Moss Vale
Quirindi Showground
Lake Carelligo trotting track
Leeton
Lithgow (training only)
Maitland
Manilla
Marrar
Marulan
Memorial Oval – Broken Hill
Menangle Park
Mildura
Moonbi
Morisset
Narrandera
Newcastle
Nowra
Nyah
Oberon
Parkes
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
Wauchope 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
Leeton
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
Harness Racing NSW Benevolent Fund

Buildings on leased Land:

Menangle Park Training Centre, Menangle park

Period Of Insurance:

31 December 2024 To 4:00pm on 31 December 2025

The Business:

Management of Harness Racing NSW, including racing, trialling and training of harness racing standard bred 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 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.

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NSW Police in respect to the Carnival of Cups in Young on the 8th November 2024

Interested Party: NSW Police in respect to the Carnival of Cups in Young on the 8th November 2024

Limits of Liability:

Public Liability

\$ 50,000,000 any one Occurrence

Products Liability

\$ 50,000,000 any one Period of Insurance

Sublimits:

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:

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
Professional Liability \$ 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
Driving Risk \$ 10,000 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

NSW Police in respect to the Carnival of Cups in Young on the 8th November 2024

Policy to Note: This policy indemnifies NSW Police in respect to the Carnival of Cups in Young on the 8th November 2024 in respect of any loss or damage arising from any claim that may be brought by any person against NSW Police in respect to the Carnival of Cups in Young on the 8th November 2024 where such liability is directly resultant from the negligence of the Insured.

Provided that this policy does not extend to indemnify NSW Police in respect to the Carnival of Cups in Young on the 8th November 2024 where the liability to pay compensation results from their own negligence or the negligence of any servants, agents or subcontractors

Insurer: Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B128416380W24 & 001-2024 respectively.
\$ 20,000,000.00 x \$5,000,000 Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B128416380W24 & 001-2024 respectively.
\$ 25,000,000.00 x \$25,000,000 is 100% underwritten for Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Limited.

Policy Number: 205094401000

Geographical Limits: Worldwide excluding North America

Broker: AJG - North Sydney
Level 12, 80 Pacific Highway
North Sydney NSW 2060

Stamped & Dated: 09 December 2024



SLE Worldwide Australia Pty Limited is acting under the authority of the Insurers and will be effecting this contract of insurance as agent of the Insurer and not the Insured. ABN 15 066 698 575 AFSL License No: 237268

Please Note: Whilst an expiry date has been indicated, it should be known this policy can be cancelled at any time in the future. Accordingly reliance should not be placed on the expiry date.

IMPORTANT NOTES:

1. The Named Insured may cancel this Policy by giving notice in writing to SLE. The Companies may cancel this Policy in any of the circumstances set out in the Insurance Contracts Act, 1984. After cancellation as aforesaid, the premium for the period prior to cancellation shall be adjusted on a pro rata basis plus 10% of the annual premium.

When the premium is subject to adjustment, cancellation will not affect the Insured's obligation to supply such information as the Companies may require for the adjustment of the premium. Cancellation will not affect the Insured's obligations to pay the amount of adjustment applicable up to the date of cancellation.

2. Please ensure that you read this document in its entirety.