

## **Public Liability**

**for**

**Australian Trainers' Association  
(National Policy)**

### **Important Caution**

**This Policy insures the licensed  
trainer and corporate entities  
controlled by the trainer or his  
immediate family.**

**Corporate entities not controlled  
by an employed trainer are  
NOT INSUREDS.**

# The Schedule

**Class of Insurance:** Public Liability

**Policy Number:** Primary Layer - 02CL012537

**The Named Insured:** The **Australian Trainers' Association** representing, and on behalf of each Racehorse Trainers, Pre-Trainers, Re-Trainers and/or Registered Racing Partnership licensed by:

Queensland Racing Integrity Commission (QRIC)  
Racing Queensland  
Racing Victoria Limited  
Racing NSW  
Racing SA Limited  
Racing & Wagering Western Australia  
Office of Racing Integrity – D.P.I.P.W.E.  
Tasracing

Who have paid a premium.

**Address:** C/- Marsh Insurance Brokers

**Period of Insurance:**  
From : 1<sup>st</sup> August 2021 at 4.00 p.m LST  
To : 1<sup>st</sup> August 2022 at 4.00 p.m LST

**Business:** Licensed thoroughbred racehorse training, and all activities incidental thereto, including, but not limited to:

- (a) Thoroughbred racehorse breaking, schooling, retraining and pre-training services
- (b) Thoroughbred agistment services, however the number of thoroughbred horses involved in agistment must not exceed twenty-five or four times the number of own racehorses in training at any one time, whichever is the greater
- (c) Thoroughbred breeding (excluding servicing), however the number of thoroughbred horses involved in breeding must not exceed six at any one time

The hiring out or the sharing of equipment or facilities between Named Insured's in connection with the Business is allowed, provided that such equipment or facilities is used by each Named Insured for the same purpose.

Cover also extends to include Related Activities as more specifically defined herein.

**Geographical Limits:**

Anywhere in:

- (a) the Commonwealth of Australia, its territories and protectorates;
- (b) New Zealand;
- (c) Elsewhere in the world as defined herein

**Limit of Liability :**

\$20,000,000 any one Occurrence and unlimited in the aggregate during any one Period of Insurance.

\$20,000,000 any one occurrence and in the aggregate in any one period of Insurance in respect of each Insured for damage to property in their care, custody and control.

Defence costs in addition

**Excess:**

Nil

**The Premium:**

As agreed

*Signed for and on behalf of  
Chubb Insurance Australia Limited ACN: 001642020 in  
Melbourne*



*Date: 17<sup>th</sup> June 2021*

## Public Liability

*THE SCHEDULE AND/OR CERTIFICATE OF INSURANCE (HEREINAFTER REFERRED TO AS THE SCHEDULE) DEFINITIONS, EXTENSIONS, EXCEPTIONS, CONDITIONS AND MEMORANDA (IF ANY) WORD OR EXPRESSION TO WHICH A SPECIFIC MEANING HAS BEEN GIVEN IN ANY PART THEREOF SHALL BEAR SUCH MEANING WHEREVER IT MAY APPEAR.*

### The Cover

WHEREAS the Named Insured carrying on the Business described in the Schedule hereto has made to Chubb Insurance Australia Limited (hereinafter called "the Company") an accepted request, Declaration and/or Representations which shall be the basis of this contract and deemed to be incorporated herein and the particulars therein set forth in all cases shall be deemed to be furnished by the Insured for the indemnity hereinafter contained.

NOW THIS POLICY WITNESSETH that in consideration of the payment of premium and subject to the terms and conditions incorporated herein the Company agrees to indemnify the Insured for all amounts which the Insured shall become legally liable to pay by way of compensation by reason of:

- (a) Personal Injury
- (b) Damage to Property
- (c) Advertising Injury

happening during the Period of Insurance within the Geographical Limits and caused by an Occurrence in connection with the Business.

### In Addition The Company Will Pay:-

#### Supplementary Payments:

- A. all charges expenses and law costs incurred by the Company or by the Insured with the written consent of the Company in the settlement or defence of claims for compensation in respect of which the Insured is entitled to indemnity under the Policy or if sustained would be so entitled and all charges expenses and law costs recoverable from the Insured by claimants in connection with such claims.
- B. expenses incurred by the Insured for first aid administered to others at the time of an Occurrence causing Personal Injury (other than medical expenses the payment of which are prohibited by law).
- C. legal costs incurred for representation on behalf of any Insured at a coroner's inquiry or inquest.

PROVIDED FURTHER that in the application of any term or provision of the Policy which

1. limits the amount which the Company shall become liable to pay  
OR  
reduces the amount by payment of which the Company may discharge its liability in respect of any claim or claims  
  
all sums which the Company has paid to or on behalf of any persons pursuant to the Policy (other than Supplementary Payments) shall be taken into account as though they had been paid to the Insured.

## Limit of Liability

The limit of the Company's liability in respect of any one Occurrence shall not exceed the Limit of Liability stated in the Schedule.

## Definitions

1. In this Policy "**The Insured**" means:-
  - (a) The Named Insured in the Schedule
  - (b) A company through which the licensed racehorse trainer conducts business provided such company is:
    - (i) Controlled by the licensed racehorse trainer;  
or
    - (ii) Not less than 50% shareholding is held beneficially by the licensed racehorse trainer or members of his/her immediate family (including any defacto spouse)  
  
but only to the extent of the Business description in the Schedule
  - (c) Any office bearer or member of the Named Insured's employee organizations (including canteen, social, sports, welfare, child care, first aid, medical, security, fire and ambulance services or organizations) but only whilst acting within the scope of their activities in such capacity
  - (d) Any director or senior executive of the Named Insured in respect of private work undertaken by the Named Insured's employees for such director or senior executive
  - (e) Any persons who are assisting the Named Insured on a voluntary basis
  - (f) Any employee of the Named Insured (as defined by the relevant Worker's or Workman's Compensation legislation or ordinance), including those indentured as apprentices
  - (g) Any Registered Racing Partnership through which a licensed racehorse trainer conducts Business, but only in respect of their own proportion or share of such partnership
  - (h) In relation to the Named Insured's Business, each partner, joint venturer, co-venturer, or joint lessee, in respect of their liability in relation to their share in such partnership, joint venture, co-venture or lease.

- (i) Any new organisation acquired by the Named Insured during the Period of Insurance, through the creation of such, or the consolidation, merger, purchase of the assets or of assumption of control and active management.

PROVIDED THAT in relation to the forgoing

1. Such person(s) shall comply with and be subject to the terms conditions exceptions provisions and memoranda of the Policy insofar as they can apply.
2. Where the "Insured" is comprised of more than one party the words "the Insured" shall be considered as applying to each party comprising the Insured in the same manner as if that party were the only party named herein as the Insured and the Company agrees to waive all rights of subrogation under this Policy against all or any of the aforesaid parties.
3. Nothing contained in this Definition or Provisos 1 or 2 shall operate to increase the Company's Limit of Liability.
2. **"Personal Injury"** means:
  - (a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or injury, or Loss of Consortium;
  - (b) false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;
  - (c) the publication or utterance of libel or slander, defamation of character, or other similar type violation of an individual's right of privacy;
  - (d) trespass, wrongful eviction, wrongful entry or other similar type invasion of the right to private occupancy, and
  - (e) assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.
3. **"Damage to Property"** means:
  - (a) physical damage, destruction to or the loss of tangible property, including the loss of use thereof at any time resulting there from, or
  - (b) loss of use of tangible property which has not been physically damaged, destroyed or lost, provided such is caused by an Occurrence.

The word "property" wherever appearing in this Policy shall specifically include horses and other forms of livestock.
4. **"Occurrence"** means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury, Damage to Property and/or Advertising Injury neither expected nor intended from the standpoint of the Insured.
5. **"Medical Persons"** means qualified medical practitioners, dentists, nurses and first aid attendants.

6. **"Products"** means anything, including any packaging or container thereof, (after they have ceased to be in the possession or under the control of the Insured) manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, treated, sold, supplied, re-supplied, serviced or distributed by the Insured.
7. **"Aircraft"** means any craft designed to transport persons or property through the air.
8. **"Licensing Authority"** means any relevant body authorised to issue thoroughbred racehorse training licences.
9. **"Geographical Limits"** means:
  - (a) Anywhere in the Commonwealth of Australia including its Mandated Territories and Protectorates.
  - (b) New Zealand
  - (c) Elsewhere in the world other than any country (outside the Commonwealth of Australia and its Mandated Territories and Protectorates) in which the Insured is not represented by a branch or by any employee domiciled in the country or by a company firm or individual holding the Insured's power of attorney, but only in respect of:
    - (i) commercial visits not engaging in racing activities by the Insured normally resident in the Commonwealth of Australia.
    - (ii) other commercial visits not including USA and Canada not exceeding 60 days.
10. **"Vehicle"** means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power, including any trailer or other attachment thereto made or intended to be drawn by such machine.
11. **"Watercraft"** means any vessel, craft or thing made or intended to float on or in or travel on or through or under water.
12. **"Related Activities"** in connection with the Business shall include :
  - (a) the provision of canteen, social, sport, welfare organisation or first aid, fire or ambulance services.
  - (b) private work undertaken by the Insured's employees for any director or senior executive of the Insured.
  - (c) picnics, parties, tours, exhibitions, displays and the like conducted by or on behalf of the Insured.
  - (d) property ownership &/or occupation in relation to each Business included hereunder.
13. The **"Named Insured"** means each and every individual licensed racehorse trainer identified by name by the Licensing Authority and insured by this Policy.
14. **"Period of Insurance"** means the period stated in the Schedule, or such further period for which this Policy is renewed or extended.
15. **"Advertising Injury"** means any unintentional libel, slander, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights of privacy arising out of the Insured's advertising activities.
16. **"Loss of Consortium"** means loss of companionship, comfort, spouse society or sexual relations, claimed by the husband, wife or de facto partner of any person who sustains Personal Injury; but not including claims for emotional distress suffered by, or loss of domestic or household support services provided by any relative of the person who sustains the Personal Injury.

## Extensions

### 1. Interest:

The Policy extends to indemnify

- (a) Racing Victoria Limited,  
Racing New South Wales  
Queensland Racing Integrity Commission (QRIC),  
Racing Queensland  
Racing SA Limited,  
Racing & Wagering Western Australia  
Tasracing  
Office of Racing Integrity – D.P.I.P.W.E

any racing club or horse racing track proprietor and/or owners and/or lessees of horses.

But only in respect of the such parties' vicarious liability which directly attaches to the Insured and their Business or Related Activities as defined, and not in respect of the parties' liability for their own acts, errors or omissions caused or which result from the conduct of their own activities.

- (b) The Insured for any legal liability they may incur arising out of the activities of jockeys (other than a liability referred to in Exception (p)).
- (c) Where the Insured has been required by contractual agreement to release or indemnify municipal, government and semi-government authorities or other general landowners or land managers from liability in connection with the training of horses on beaches and other nominated areas, such release or indemnity is allowed without prejudice to this Policy.
- (d) To the extent required by the respective contract or agreement, owners, lessors, mortgagors and/or financiers with regard to the lease, hire purchase, loan and/or financing of stables, associated multi-purpose accommodation and other property or equipment, used by the Insured for the purpose of the Business or Related Activities

### 2. Horses in The Physical or Legal Control of The Insured:

The indemnity granted by the Policy is extended to include the legal liability of the Insured to owners and/or lessees of horses whilst the horses are in the physical or legal control of the Insured. The limit of indemnity in respect of this cover is \$20,000,000 any one Occurrence and in the aggregate during any one Period of Insurance, for each individual Insured hereunder.

### 3. Ionising Radiations:

Notwithstanding anything contained in the Policy to the contrary liability under the Policy extends to indemnify the Insured for liability arising out of or in connection with the use of X-rays.

### 4. Products Sold or Supplied:

This Policy extends to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for compensation in respect of Personal Injury to any person or Damage to Property (other than such property sold or supplied by the Insured which causes or gives rise to the damage) occurring during the Period of Insurance and caused by Products (which expression includes containers and all feed or water supplies) sold or supplied by the Insured from within Australia.



PROVIDED that the liability of the Company under this Extension for all compensation occurring during any one Period of Insurance shall not exceed the Limit of Liability as stated in the Schedule but the Company will also pay in connection with claims in respect of which the Insured is entitled to indemnity under this Extension or in respect of which if sustained the Insured would be so entitled to all law costs and all charges and expenses incurred in the settlement or defence of claims or litigation arising there from where such costs, charges and expenses are incurred by the Company or by the Insured with the written consent of the Company and all law costs, charges and expenses recoverable from the Insured by any claimant

PROVIDED ALSO that the Company shall not be liable for claims in respect of Personal Injury or Damage to Property caused by or arising out of any defective design or error in formula or in specification of any of the products processed or manufactured by the Insured or any defect or deficiency in any of the products which defect or deficiency the Insured by himself or his employees or agents has knowledge of or has reason to suspect at the time when the said products pass from the control and actual physical custody of the Insured or of any person in the direct service of the Insured.

PROVIDED FURTHER that the provisions of Exception (i) of the Policy shall not apply to the indemnity provided by this Extension.

5. **Transportation Risk:**

The Policy extends to indemnify:

The Insured for all sums which the Insured shall become legally liable to pay for compensation in respect of injury or death of any horse or other form of livestock which occurs during the loading, unloading or transportation of any animal by land, road, rail, air or sea conveyance.

This cover applies from the commencement of loading onto the transportation conveyance(s) and continues during the course of transit and ceases upon completion of unloading from the transporting conveyance(s).

For the purposes of this extension "injury to or death" shall include the destruction of any animal (at the discretion of the licensed racehorse trainer or carrier who has possession or control of the animal) suffering from an injury caused or contributed to by or attributable to the loading, unloading and/or transportation of the animal if the Insured is held to be liable for "injury to or death".

PROVIDED that no liability shall attach under the Policy for destruction of any animal necessitated solely to ensure the safety of the vehicle/craft of transportation or passengers or property thereon.

## Exceptions

The Company shall not be liable for claims in respect of:

- (a) Personal Injury or Damage to Property
  - (i) for which insurance against such liability (whether the insurance is limited in amount or not) is or would have been provided under a Policy in a form prescribed or approved under or issued in pursuance of any Workers' or Workmen's Compensation legislation applicable to the Insured or any extension of such Policy granted on request as a matter of usual practice by insurers authorised to issue policies.
  - (ii) to or of any person in the service of the Insured and which claims arise from a liability imposed by any Industrial Award or Agreement or Determination.
  - (iii) to or of any member of the insured's family or persons permanently residing with the insured, which shall include any share in any horse trained by the Insured.
- (b) Damage to:
  - (i) Property owned by the Insured, which shall include any share in any horse trained by the Insured;
  - (ii) Vehicles (not belonging to or used or on behalf of the Insured) in the physical or legal control of the Insured where such damage occurs whilst any such Vehicle is in a park owned or operated by the Insured for reward.
- (c) the cost of performing completing correcting or improving any work undertaken by the Insured.
- (d) Personal Injury or Damage to Property caused by or arising out of the ownership, maintenance operation or use of any Vehicle owned by or in the physical or legal control of the Insured or any attachment to any such vehicle.
  - (i) which is registered; or
  - (ii) in respect of which and to the extent that insurance is required by virtue of any legislation relating to motor Vehicles; or
  - (iii) which is otherwise insured in respect of the same liability

but this Exception shall not apply to Personal Injury or Damage to Property

  - (a) caused by or arising from the delivery or collection of goods to or from any Vehicle where such Personal Injury or Damage to Property occurs beyond the limits of any carriageway or thoroughfare
  - (b) arising out of the loading or unloading of or the delivery or collection of goods to or from any Vehicle used in work undertaken by or on behalf of the Insured but not in the physical or legal control of the Insured
  - (c) caused by the use of any tool, plant or equipment forming part of or attached to or used in connection with the Vehicle

- (d) specifically insured under the provisions of Extension 5 of this Policy
  - (e) which arises from the accidental or erroneous failure to maintain any statutory insurance.
- (e) Personal Injury or Damage to Property arising from the ownership maintenance or operation by the Insured of:
  - (i) any aircraft or aerial device in the physical or legal control of the Insured or used in work undertaken by or on behalf of the Insured
  - (ii) the ownership possession or use by or on behalf of the Insured of any Watercraft exceeding 15 metres in length whilst on, in or under the water. This Exception shall not apply however, where the Watercraft is not owned or operated by the Insured, but is used by the Insured for Business entertainment purposes.
- (f) Any breach of the duty owed in a professional capacity by the Insured and/or persons for whose breaches of such duty the Insured may be legally liable but this Exception does not apply to:
  - (i) the rendering of or failure to render professional medical advice or service by Medical Persons employed by the Insured to provide first aid and other medical services (including immunization campaigns) on the Insured's behalf
  - (ii) other professional advice or service where such is not given for a fee
  - (iii) claims for Personal Injury and/or Damage to Property.
- (g) Liability arising from treatment directly administered by qualified veterinarians to livestock, whilst such livestock is in the Insured's care, custody and control
- (h) Liability arising out of the publication or utterance of a libel or slander or defamation of character:
  - (i) made prior to the effective date of this insurance, or
  - (ii) made at the direction of the Insured with knowledge of the falsity thereof, or
  - (iii) related to advertising, broadcasting or telecasting activities or publication of newspapers, journals, books or periodicals by or on behalf of the Insured
- (i) Personal injury or Damage to Property arising directly or indirectly out of or caused by or in connection with the erection demolition alteration of and/or addition to buildings by or on behalf of the Insured except such erection, demolition, alteration or addition not exceeding in cost the sum of \$500,000.
- (j) Costs incurred in or in connection with the repair, reconditioning, replacement, removal or recalling of any Product or component part.

(k) Liability arising out of improper or inadequate design, formula or specification or the failure of any Product to fulfil its intended function or to perform as specified, warranted or guaranteed, but this Exception does not apply to consequent Personal Injury or Damage to Property caused by the Product which is sudden and physical in nature.

(l) Any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

The Company shall have no duty of any kind with respect to any such loss, demand, claim or suit.

(m) Liability more specifically indemnified and recoverable under the terms of the insurance policy issued to the Australian Jockeys' Association for its members and/or insured persons there under, policy number CW3801006 (or such other policy number as may be substituted there for).

(n) Any liability arising out of Advertising Injury in respect of:

(i) failure of performance of contract, but this does not apply to claims for unauthorised appropriation of ideas based upon breach of an implied contract;

(ii) infringement of trade mark, service mark or trade name, but this shall not relate to titles or slogans;

(iii) incorrect description of any good or product;

(iv) mistake in advertised price.

## Conditions

1. Notice in writing shall be given as soon as possible to the Company of:

### Notice of Claims

- (a) every Occurrence claim writ summons proceedings impending prosecution or inquest in respect of which there may arise liability under the Policy.

### Change of Risk

- (b) every change materially varying any of the facts or circumstances existing at the commencement of this Insurance that shall come to the knowledge of an officer of the Insured.

## Claims:

2. (a) The Insured shall not without the consent in writing of the Company make any admission, offer, promise or payment in connection with any Occurrence or claim and the Company if it so desires shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim and the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient.
- (b) The Insured shall use the best endeavours to preserve the products, appliances, plant or things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonable or practicable no alteration or repair shall be made to any premises, fencing, machinery, furnishing, fittings, appliances, or plant without the consent of the Company until the Company shall have had an opportunity of inspection.
- (c) The Company shall be entitled to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity for damages or otherwise.
- (d) The Company shall have full discretion in the conduct of any proceedings in connection with any claim and the Insured shall give all information and assistance as the Company may require in the prosecution defence or settlement of any claim.
- (e) In the event of an Occurrence, the Insured shall promptly take at his own expense all reasonable steps to prevent other Personal Injury or Damage to Property from arising out of the same or similar conditions, and such expense shall not be recoverable under this Policy.

**Discharge of Liabilities:**

3. The Company may at any time pay to the Insured in respect of all claims against the Insured arising directly or indirectly from one source or original cause the amount of the Limit of Liability or such other amount specified in respect thereof (after deduction of any sum or sums already paid by the Company which sum or sums would reduce the amount of unfulfilled liability of the Company in respect thereof) or any lesser sum for which the claim or claims can be settled and upon such payment the liability under the Policy in connection with such claim or claims except for costs charges and expenses recoverable from the Insured in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently) or incurred by the Company or by the Insured with the written consent of the Company prior to the date of such payment.

**Reasonable Care:**

4. The Insured shall
- (a) exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition
  - (b) take all reasonable precautions to:
    - (i) prevent Personal Injury and Damage to Property and
    - (ii) prevent the manufacture sale or supply of defective Products and
    - (iii) comply and ensure that all employees, servants and agents comply with all statutory obligations by-laws or regulations imposed by any public authority in respect thereof or for the safety of persons or property.
  - (c) at own expense take reasonable action to trace, recall or modify any Products containing any defect or deficiency which defect or deficiency the Insured has knowledge of or has reason to suspect.

**Other Insurance:**

5. Other insurance covering any of the interest insured is permitted provided the same be declared in writing when requested by the Company.

**Inspection of Premises:**

6. The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the Policy period and extensions thereof and within three years after final termination of the Policy as far as they relate to the subject matter of this Insurance.

## General Exclusions

This Policy shall not indemnify the Insured for loss, damage or liability as a result of:-

1. (i) any consequences of war invasion, act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
- (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear component thereof.
  - (c) nuclear weapons material.

2. Liability assumed by the Insured under any contract or agreement except to the extent that such liability would otherwise have attached notwithstanding such contract or agreement.

However, this Exception does not apply to any liability assumed by the Insured under any contract or agreement with the owner, lessee, lessor or manager of any horse which the Insured has agreed to be responsible for in the conduct of the Business, nor to any agreement entered into by the Named Insured with the parties referred to in Extensions 1(c) or (d).

3. of any Personal Injury or Damage to Property directly or indirectly caused by or relating to:
  - 3.1 The actual, alleged or threatened discharge, dispersal, release or escape of Pollutants provided always that this paragraph 3.1 shall not apply to liability for Injury or Damage where such discharge, dispersal, release or escape is caused by an instantaneous, unintended and unexpected happening at a specific time and date during the Period of Insurance.
  - 3.2 Testing, monitoring, clean-up, removal, containment, treatment, detoxifying or neutralising of Pollutants whether or not any of the foregoing are or should be performed by the Insured or by others.
  - 3.3 The actual, alleged or threatened discharge, dispersal, release or escape of Pollutants caused by any Products that have been discarded, dumped, abandoned or thrown away by others.

The word "Pollutants" wherever used in this exclusion means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Furthermore the total liability of the Company payable in respect of all Personal Injury and/or Damage to Property arising from all contamination or pollution happening during any one Period of Insurance shall not exceed in the aggregate the Limit of Liability stated in the Certificate and/or Schedule of Insurance as being applicable.

#### 4 **Terrorism**

Any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

**Act of Terrorism** means:

Any act, including but not limited to the use of force or violence or threat thereof, of any person, people or group of people, whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government or to put the public, or any section of the public, in fear.

#### 5. **Fines, Penalties and Damages**

finer, penalties, punitive, exemplary, liquidated or aggravated damages or multiplication of compensatory damages.

New Conditions:

#### 6 **Asbestos**

asbestos or materials containing asbestos.

#### 7 **Data Risk & Cyber Liability Endorsement**

This Policy does not apply in respect of any loss, damage, liability, claim, cost or expense arising directly or indirectly from or in connection with:

##### **Data Risk**

the modification, corruption, loss, destruction, theft, misuse, illegitimate access, or unlawful or unauthorised processing or disclosure of Data or the loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains Data.

##### **Cyber**

- i) unauthorised access (including access by **Malware**) to;
- ii) the presence of **Malware** on;
- iii) the spread of **Malware** by;
- iv) the unauthorised use of;
- v) the malicious use of; or
- vi) malicious interference with (including, but not limited to, a distributed denial of service attack against);

any Computer System:

- a. owned, operated, controlled, leased or used; or
- b. sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed;



by or on behalf of the Insured.

For the purposes of this exclusion only:

**Computer System means**

any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device, or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.

**Data means**

any corporate or personal information in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the Insured.

**Malware means**

programmes, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any way corrupt the operation of or Data within, any software or Computer System, including, but not limited to, malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs.

**8 Sanctions**

Chubb shall not be deemed to provide cover and Chubb shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Australia, the European Union, United Kingdom, or United States of America

## General Conditions

**1. Cancellation**

(a) Method of Cancellation

- (1) The Insured may cancel this Policy at any time by notifying the Company in writing
- (2) Subject to the provisions of the Insurance Contracts Act 1984, the Company may cancel this Policy at any time by giving 30 days notice in writing to the Insured of the date from which cancellation is to take effect. Such notification is to be delivered personally or posted by certified mail to the Insured at the address last notified to the Company. Proof of mailing is sufficient proof of notification.

(b) Adjustment of Premium

- (1) After cancellation by the Insured the Company will retain or be entitled to the premium for the period during which this Policy has been in

force based on the Company's cancellation rates.

- (2) After cancellation by the Company, the Insured will be entitled to a pro-rata refund of the unexpired portion of the premium.
2. In respect of each and every Claim against the Insured, the amount of the Excess specified in the Schedule shall be borne by the Insured at their/his/her own risk and be uninsured. The Company shall only be liable to indemnify the Insured for the amount beyond the level of the said Excess up to the amount of the Limit of Liability applicable to each Section.
  3. Should the Insured not pay the total premium specified within such time as may be required by the Company, then no contract of insurance will have been effected and this Policy shall become void from inception date.
  4. This Policy, and any rights thereunder, shall not be assignable without the prior written consent of the Company.
  5. This Policy is deemed to be issued to each party hereon as an Insured and shall be considered as applying to each party as if that party were the only party named herein as the Insured and the Company agrees to apply the terms and conditions accordingly.
  6. Should any dispute arise between the Insured and the Company over the application of this Policy, such dispute shall be determined in accordance with the law of Australia and the states and territories thereof. In relation to any dispute, the parties agree to submit to the jurisdiction of any competent court in the applicable state or territory of Australia.
  7. Nothing contained in this Policy is to be construed to reduce or waive either the Insured's or the Company's privileges, rights or remedies available under the Insurance Contracts Act 1984 (or any amendment thereto).

Reference to the Company in these General Conditions includes reference to Chubb, and vice versa.

## Endorsements

1. Endorsement attaching to and forming part of Policy Number:  
02CL012537

Notwithstanding anything contained herein it is noted and agreed that any trainer who has been insured during the Period of Insurance shall remain insured until the expiry of the Period of Insurance regardless of the status of their Racing license, and unless the insured specifically requests cancellation.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

2. Endorsement attaching to and forming part of Policy Number:  
02CL012537

### **Visiting International trainers.**

It is hereby noted and agreed that :

Trainers granted a temporary Visiting International Trainer's licence or permit by Racing Victoria are Insureds for the Period 15th August to 15th December in the inception year of the current policy period, and such other period notified to insurers for which the visiting permit is extended.

Further it is noted and agreed that the Limit of Liability in respect of each such Insured shall be \$100,000 for damage to property in their care custody or control.

Reference to the Company in these General Exclusions includes reference to Chubb, and vice versa.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

# Privacy Statement

Chubb Insurance Australia Limited (Chubb) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at [www.chubb.com/au](http://www.chubb.com/au).

## Personal Information Handling Practices

### Collection, Use and Disclosure

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some

circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1988 (Cth).

## Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

## How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email [Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com).

