

## PLACING SCHEDULE

Attaching to and forming part of Policy No: 10M 5830580

The Schedule and Policy wording are to be read together as one contract.

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**Class of Insurance:** Combined General Liability Insurance Policy

**Insured:** Tasracing Pty Ltd 62 269 303 946 Hobart Greyhound Racing Club Inc 50 943 425 043 Launceston Greyhound Racing Club 29 090 240 662 North West Greyhound Club Inc 94 710 755 893 Burnie Harness Racing Club Inc 30 812 801 458 Carrick Park Pacing Club Inc 41 359 124 838 Devonport Harness Racing Club Inc 22 502 625 276 Launceston Pacing Club 44 550 873 371 New Norfolk Pacing Club Inc 14 435 244 348 North Eastern Pacing Club Inc 32 945 545 272 St Mary#s Pacing Club Inc 20 239 197 861 Tasmania Pacing Club 30 611 289 285 Devonport Racing Club Inc 20 562 678 711 King Island Racing Club Inc 35 936 964 987 Tasmanian Racing Club Inc 77 507 094 013 Tasmanian Turf Club Inc 62 439 188 060 and/or its/their subsidiary and/or related bodies corporate, as defined in the Corporations Act 2001, (including those acquired or incorporated during the Period of Insurance) for their respective rights and interests.

**Business** All activities of the Insured

- (a) now;
- (b) in the past including their predecessors in business and prior activities which have ceased or have been disposed of to the extent the Insured retains a legal liability;
- (c) in the future;  
including:
  - (i) Tasracing is primarily responsible for the administration of racing across the racing codes of thoroughbreds, harness and greyhounds. Duties include race programming, payment of stakes, the creation of racing rules and policies and serving as the leading industry voice for matters of state and national importance. Tasracing is charged with the development of new products that have greater appeal to local, national and international wagering customers # the further development of the state#s racing product to compete in an increasingly competitive national and international market is a priority. Tasracing is also responsible for the development of breeding, the funding of clubs, media

rights and management of racing venues. Racing clubs are responsible, at present, for organising the race day staff for both racing and catering. Their largest events are around feature races, particularly the Thoroughbred Cups. Clubs are responsible for obtaining sponsorship for races and events, sometimes in tandem with Tasracing.

- (ii) any activity where the Insured is deemed to have been the manufacturer of any Product;
- (iii) any other occupation incidental thereto, including the private work of every partner, officer, director, commissioner or employee;
- (iv) the provision of canteen, social and sporting clubs, child care facilities, welfare organisations, first aid, fire fighting and ambulance services.
- (v) any work performed by or on behalf of the Insured.

**Period of Insurance:**

- (a) **From:** 4.00 p.m. on 31 October, 2015 local time at the place of the Insured's head office.  
**To:** 4.00 p.m. on 31 October, 2016 local time at the place of the Insured's head office.
- (b) Any subsequent period for which the Insured has requested and the Insurer has accepted renewal.

**Limit(s) of Liability:**

The limit of the Insurer's liability:

- (i) shall apply exclusive of indemnity provided for under Additional Payments;
- (ii) shall not exceed the following amounts except as otherwise provided in the Policy;

**(A) General Liability**

\$20,000,000 any one Occurrence or series of Occurrences arising from one originating cause.

**(B) Product Liability**

\$20,000,000 any one Occurrence or series of Occurrences arising from one originating cause and in the aggregate during the Period of Insurance.

**(C) Advertising Liability**

\$20,000,000 any one Occurrence or series of Occurrences arising from one originating cause.

Should more than one Limit of Liability be applicable to any one Occurrence in respect of (A) and (C) above, such Limits of

Liability shall not be aggregated - the highest single Limit of Liability only shall apply.

**Sublimits of Liability:**

Care Custody or Control -Limit Amended to: \$ 100,000

**Deductible(s):**

**(A) General Liability**

- (i) Personal Injury  
\$10,000 any one Occurrence
- (ii) Property Damage  
\$10,000 any one Occurrence

**(B) Product Liability**

\$10,000 any one Occurrence

**(C) Advertising Liability**

\$10,000 any one Occurrence

Should more than one Deductible be applicable to any one Occurrence, such Deductibles shall not be aggregated - the highest single Deductible only shall apply. The Deductible shall apply exclusive of the Additional Payments unless otherwise specified herein.

**Additional Deductibles:**

Worker to Worker \$25,000

**Policy Form:**

MMA\_CGL\_V3.0

**Endorsements:**

Endorsements, if applicable, are as specified herein.

**Insurer:**

CGU Insurance Limited

**ABN:**

27 004 478 371

**FSL:**

238291

**Premium:**

As agreed

**Participation:**

100.0 %

## **Endorsements**

This Policy is amended by the following Endorsements, subject to the terms, conditions and exclusions of the Policy except to the extent that the Policy is expressly or necessarily amended by the Endorsements.

If any ambiguity exists between any of the Policy wording, the following Endorsements and the Insurance Contracts Act 1984 (as amended), the interpretation most beneficial to the Insured will prevail.

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### ASBESTOS EXCLUSION AMENDMENT

EXCLUSION 5.1 ASBESTOS is deleted and replaced by the following:

#### 5.1 ASBESTOS

Personal Injury or Property Damage caused by, arising out of or in connection with the use or presence of asbestos.

### ELECTRONIC DATA EXCLUSION

The Insurer shall not be liable for Personal Injury or Property Damage in respect of any claim of whatsoever nature which consists of or arises directly or indirectly out of or in connection with:

- (a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data and/or Software; or
- (b) error in creating, amending, entering, deleting or using Electronic Data and/or Software; or
- (c) total or partial inability or failure to receive, send, access or use Electronic Data and/or Software for any time or at all;

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

"Electronic Data" means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic or electromechanical data processing or electronically controlled equipment.

"Software" means programs, procedures and routines associated with the operation of electronic or electromechanical data processing or electronically controlled equipment including any operating system.

## POLLUTION EXCLUSION AMENDMENT

EXCLUSION 5.10 POLLUTION of this Policy is deleted and replaced by the following:

### 5.10 POLLUTION

liability for Personal Injury or Property Damage caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants or the cost of removing, nullifying or cleaning up of Pollutants but this Exclusion 5.10 does not apply if the actual discharge, dispersal, release or escape arises from a sudden identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place, which occurs outside the United States of America, the Dominion of Canada and their respective territories and protectorates or any other territory coming within the jurisdiction of the courts of these countries and is not indemnified in more than one Period of Insurance.

## TERRORISM EXCLUSION

The Insurer shall not be liable in respect of Personal Injury or Property Damage directly or indirectly caused by or contributed to, by or arising from or happening through or in connection with any act of Terrorism. "Terrorism" is defined as being an act, which may include but is not limited to an act involving the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

In accordance with the Terrorism Insurance Act 2003, this Exclusion will not apply in respect of an act deemed by the Federal Treasurer to be a declared terrorist incident.

## PROFESSIONAL LIABILITY EXCLUSION AMENDMENT

EXCLUSION 5.11 PROFESSIONAL LIABILITY is deleted and replaced by the following:

### 5.11 Professional Liability

The rendering of or failure to render professional advice or service by the Insured or any related error or omission

#### HORSE RACING ACTIVITIES EXCLUSION

The Insurer shall not be liable in respect of Personal Injury or Property Damage directly or indirectly caused by or contributed to, by or arising from:

- (a) Loss of future earnings or market value of a horse as either a sire or brood mare
- (b) Loss of earnings or market value of any progeny, or produce or anticipated progeny or anticipated produce of a horse.
- (c) Loss of future prize money of a horse.
- (d) Any legal liability arising out of or in any way connected with any Injury to jockeys or apprentice jockeys.
- (e) Any legal liability in respect of any activity arising out of Harness Racing Clubs and activities of Thoroughbred Jockeys and Apprentices and Thoroughbred Trainers.