

## PLACING SCHEDULE

Attaching to and forming part of Policy No: 24F0973851

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

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**Class of Insurance:** Motor Vehicle 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

**Business:** Principally, 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. and any other occupation incidental thereto.

**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.

**Insured Vehicles:** As defined in the Policy.

**Sum Insured and / or Maximum Loss Limit:**

**Section 1**

Loss of or damage to Insured Vehicles

Market value at time of Loss or any specific Sum Insured designated in respect of any Insured Vehicle, whichever is the lesser amount.

**Limit of Liability:**

**Section 2**

Legal Liability (Personal Injury and Property Damage):

\$30,000,000 in respect of any one Accident or series of Accidents arising out of the one event

**Deductibles:**

Each and every loss (as defined)

\$500

**Policy Form:**

**MMA MOT v0.2**

**Endorsements:**

Endorsements, if applicable, are as specified herein.

**Insurer:**

CGU Insurance Limited

**ABN:**

27 004 478 371

**FSL:**

238291

**Premium:**

As agreed

**Participation:**

100 %

## **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.

### **NO FAULT DEDUCTIBLE**

This policy is extended to include the following additional benefit, applicable only to Vehicles that are sedans, station wagons, 4 wheel drive Vehicles or goods carrying Vehicles with a Gross Vehicle Mass under 3,000 Kilograms in respect of which cover is provided under both Section 1 and Section 2 of this Policy.

The Insured will not have to contribute a Deductible towards a claim if:

- (a) the Insured can satisfy the Insurer that the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle; and
- (b) the Insured tells the Insurer the registration number of the other vehicle and the full name, license number and address of the other driver; and
- (c) the amount of the Insured's claim exceeds the applicable Deductible under the policy.

The Insurer gives this benefit only if the Insurer is allowed legally to recover the amount of any Loss including any applicable Deductible from a third party.

Where the driver of the other vehicle disputes who was at fault, the applicable Deductible is payable but will be refunded if the Insurer is successful in establishing that the other driver was totally at fault.

### **ACT OF TERRORISM**

Definition 9. Act of Terrorism is deleted and replaced as follows:

#### **9. ACT OF TERRORISM**

Means 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.

## **ELECTRONIC DATE RECOGNITION EXCLUSION**

General Exclusion 5 is deleted and replaced as follows:

5. any loss, damage or liability caused by, or arising directly or indirectly from failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly, or to process correctly, any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date.

## **ELECTRONIC DATA AND SOFTWARE EXCLUSION**

General Exclusion 9 is added to this Policy:

9. 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,
  - (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.

However, for all sections of the Policy except those dealing specifically with public liability and/or products liability and/or machinery, in the event that a peril listed below (being a peril insured by this Policy but for this General Exclusion

9.) is caused by any of the matters described in 9.(a) to 9.(c) above, this Policy, subject to all its provisions, will insure:

- \* physical loss of or damage or destruction to property insured directly caused by such listed peril and/or,
- \* consequential loss insured by this Policy.

Further, this General Exclusion 9. does not apply in the event that a peril listed below (being a peril insured by this Policy but for this General Exclusion 9.) causes any of the matters described in 9.(a) to 9.(c) above-

fire, lightning, thunderbolt, aircraft or other aerial devices or articles dropped therefrom, earthquake, subterranean fire, volcanic eruption, storm, tempest, rainwater, snow, sleet, wind, hail, water, liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems, riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances, explosion, impact by vehicles, animals or trees or branches of trees, communication masts, towers, antennae, satellite dishes, watercraft, meteorites, or theft of Electronic Data and/or Software solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data and/or Software.

However, this exclusion 9. does not apply to any section of the Policy dealing specifically with glass.

### **THEFT OF PERSONAL EFFECTS**

In Additional Benefit 6 Applicable to Section 1, Personal Effects, the words "stolen following forcible and violent entry into the locked Insured Vehicle" are deleted and replaced with "stolen from a locked Insured Vehicle".