

## PUBLIC LIABILITY INSURANCE (INCLUDING SURFACE DAMAGE EXTENSION)

This is to certify that the Insured, Motorsport UK Association Limited a Statutory entity is indemnified in accordance with the terms of the Master Policy up to the Limit of Indemnity. The Policy has been issued by the Brokers for the benefit of the insured below:

### Insured

Motorsport UK Association Limited (including its Employees, Directors and Officers) as the association governing the regulation of motor sport in the United Kingdom and:

- The organising Local Association Club or Organisation
- Any Official (including Volunteers and Medical Services Personnel), carrying out duties at the Insured Event
- Rescue organisations or their personnel
- The sponsors of the Insured Event
- Licenced Participants authorised to compete in the Insured Event jointly as Insured whilst acting under the authority of Motorsport UK Association Limited.
- Landowners

### Cover Summary

**Public Liability** - Legal liability of the Insured parties for injury to third parties and damage to their property (including nervous shock or mental injury, obstruction, trespass, nuisance, interference, wrongful arrest or eviction). Including legal liability arising from the supply of food or drink or promotional material merchandise or souvenirs sold or supplied in connection with the Insured Event, including Club social activities

**Medical Malpractice** - Legal liability of the Insured parties for claims made resulting from treatment given by any medically qualified person or persons acting in connection with an Insured Event.

**Professional Liability** - Legal Liability of the insured parties arising from a claim made following any actual/alleged unintentional wrongful act, error or omission i.e. Professional Indemnity

**Legal Costs** - Defence and legal costs in connection with a claim happening within the Geographical Limits during the Period of Insurance.

### Period of Cover

12 months at 1 January 2024.

### Cover Extensions

- Legal liability of the Insured parties for loss of or damage to Officials' and visitor's vehicles or personal belongings.
- Legal liability of the Insured parties for loss or damage to premises hired or rented to you for the purpose of your business.
- Legal expenses and costs in defending prosecutions under health and safety legislation.
- where surface damage cover has been requested and noted on the permit/certificate of exemption, cover extends to the legal liability of the insured parties arising out of any electrically/mechanically propelled vehicle or trailer attached thereto

belonging to or hired by or in the Named Insured's custody or control, or for which the named insured is responsible, insurers will indemnify damage to:

- a) the public highway
- b) road/track surfaces provided free of charge
- c) barriers and road/track furniture provided free of charge
- d) ancillary equipment belonging to the Track/Road Surface owner or operator

where damage occurs as a result of a sudden/identifiable incident or accident where the named insured is deemed to be at fault for the damage during an event under permit or certificate of exemption.

### Limit of Indemnity

**Public Liability:** £100,000,000 each occurrence for Claims happening in the Period of Insurance but in all for Claims arising from Products.

**Medical Malpractice:** £15,000,000 including Legal Costs for any Claim first made against you during the Period of Insurance.

**Professional Liability:** £10,000,000 including Legal Costs for any Claim first made against you during the Period of Insurance.

### Geographical Limits

United Kingdom, the Republic of Ireland and elsewhere in the World excluding USA subject to the issue of a Motorsport UK permit or certificate of exemption.

### Principal Exclusions

- Any event or part of an event not authorised under a Motorsport UK permit or certificate of exemption
- Any form of Road Traffic Act liability.
- Claims for damage to property which is owned by the club (Property of the Club must be specifically Insured by the Club).
- The first £450 of each and every claim for damage to third party property but increasing to £1,000 following damage as specified in a) – d) above; the first £450 each and every claim for Medical Malpractice.
- Participant to Participant i.e. where such legal liability arises on the track between authorised Competition Licence Holders on the stage or in the pits area whilst operating a vehicle under its own power.
- Fines liquidated damages or penalty clauses.
- Terrorism.
- Liability in any way caused by Asbestos.
- Pollution unless caused by a sudden and identifiable incident.
- Any losses arising from the use of any diggers, excavators, mechanical plant or machinery used by the Insured in the set-up or dismantling of any insured event which is owned, leased, hired or loaned to or by the Insured.
- It is understood and agreed that this policy does not cover any loss caused directly or indirectly, contributed to by or attributable to a Communicable Disease or fear or threat of a Communicable Disease.

### Insurers

**Insurer:** Allianz Global & others  
**Policy No:** GBT002879240

## Explanatory Notes

**Business** is defined as the authorisation, promotion, organisation running and participating in any Motor Sport Event and ancillary activities taking place under permit granted by or any exemption granted by or issued by Motorsport UK or organised in accordance with articles 17 and 18 of the FIA International Sporting Code.

**Contract Liability:** The insurance has no contractual liability exclusion but if any party imposes terms which appear unusual, these should be referred to Marsh Sport for review.

**Cross Liabilities:** Where more than one party comprises the Insured any claim by one Insured against any other Insured shall be treated as though the party claiming is not an insured party provided that the Limit of Liability shall not be increased as a result.

**Insured Event** is defined as any competitive or non-competitive motor sport event (including any practice qualification training or reconnaissance) taking place under a permit or certificate of exemption granted from Motorsport UK, provided the relevant premium or fees have been paid.

**Landowners:** The Motorsport UK Master Policy indemnifies landowners in respect of their potential legal liability to third parties following an accident in connection with an event for which they have allowed the use of their land. Landowner is defined as being any person firm or authority (including any circuit owner any local or county authority the Forestry Commission or any Minister or Ministry of the National Government) whose permission is necessary for the holding of the Insured Event as Principal(s) in any contract entered into by Motorsport UK Association Limited nor any Insured Contractual Liability: The insurance has no contractual liability exclusion but if any party imposes terms which appear unusual, these should be referred to Marsh Sport for review

**Licensed Officials:** The insurance includes cover in respect of any licenced official operating overseas, under the remit of Motorsport UK as part of their official capacity as such. Details of such officials should be recorded by Motorsport UK. Cover in this respect would be secondary to any other primary policy.

**Medical Services Personnel:** The insurance requires that you take reasonable steps to ensure any medical personnel are suitably qualified and members of the appropriate professional body, with their own Malpractice insurance. However the policy covers those volunteers and officers (including but not limited to paramedics, nurses and junior doctors) who have no insurance for activities outside of the scope of their normal employment. (Subject to Event Signing On Form declarations).

**Volunteers:** A volunteer is not considered to be an employee but a third party and thus covered under the Public Liability cover as described more fully under the Cover Summary above. However, The Motorsport UK Master Policy also benefits from Employers' Liability cover with a limit of indemnity of £10,000,000 (any one occurrence and in the aggregate) but limited to £5,000,000 following an act of Terrorism

## Important

This document is issued as a matter of information only and confers no right upon you other than those provided by the policies.

We have placed the insurance which is the subject of this letter after consultation with the client and based upon the client's instructions only. Terms of coverage, including limits and deductibles, are based upon information furnished to us by the client, which information we have not independently verified.

This letter is issued as a matter of information only and confers no right upon you other than those provided by the policy.

This letter does not amend, extend, or alter the coverage afforded by the policies described herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued or pertain, the insurance afforded by the policy (policies) described herein is subject to all terms, conditions, limitations, exclusions, and cancellation provisions and may also be subject to warranties. Limits shown may have been reduced by paid claims.

We express no view and assume no liability with respect to the solvency or future ability to pay of any of the insurance companies which have issued the insurance(s).

We assume no obligation to advise yourselves of any developments regarding the insurance(s) subsequent to the date hereof.

This letter is given on the condition that you forever waive any liability against us based upon the placement of the insurance(s) and/or the statements made herein with the exception only of wilful default, recklessness, or fraud.

This letter may not be reproduced by you or used for any other purpose without our prior written consent.

This letter shall be governed by and shall be construed in accordance with the law of England and Wales and any disputes as to its terms shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

Yours faithfully

A handwritten signature in black ink, appearing to read 'D Thompson', with a long horizontal flourish extending to the right.

**Daniel Thompson**

**Head of Sport – Marsh Ltd**