

## PUBLIC LIABILITY INSURANCE

This is to certify that the Insured, Motorsport UK Association Limited 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 any Organiser, Registered Club, Promoter, Official, Sponsor, Landowner, Competition Licence Holder or any other party acting under the authority of Motorsport UK in connection with the Business.

### Insured

Motorsport UK Association Limited as the association governing the regulation of motor sport in the United Kingdom and

- The organising Local Association Club or Organisation
- Any Official carrying out duties at the Insured Event
- Rescue organisations or their personnel
- The sponsors of the Insured Event
- Participants authorised to compete in the Insured Event

jointly as Insured whilst acting under the authority of Motorsport UK Association Limited.

### 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.

#### 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.

#### 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 2023.

### 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.

### 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.

### 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

- 1 Any event or part of an event not authorised under a Motorsport UK permit or certificate of exemption (e.g. club social events).
- 2 Any form of Road Traffic Act liability.
- 3 Claims for damage to property which is owned by the club (Property of the Club will be specifically Insured by the Club).
- 4 The first £450 of each and every claim for damage to third party property; the first £450 each and every claim for Medical Malpractice.
- 5 Participant to Participant where such legal liability arises on the track on the stage or in the pits area whilst operating a vehicle under its own power.
- 6 Damage to any road track circuit or other surface or any equipment or circuit furniture (hired or otherwise).
- 7 Fines liquidated damages or penalty clauses.
- 8 Terrorism.
- 9 Liability in any way caused by Asbestos.
- 10 Pollution unless caused by a sudden and identifiable incident.
- 11 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.
- 12 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: GBT002879200

### 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.

**Insured Event** is defined as any competitive or non competitive motor sport event (including any official 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.

**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.

**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.

**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 (paramedics, nurses and junior doctors) who have no insurance for activities outside of the scope of their normal employment. (See Signing On Form declarations).

**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 for 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.

**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.

### Important

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



**Daniel Thompson**  
**Head of Sport –Marsh Ltd**