

MOTORSPORT EVENT LIABILITY INSURANCE POLICY

In consideration of the premium specified herein, and that subject to all Terms Definitions Limits of Indemnity Exception Conditions and any Memoranda endorsed hereon, **RHB INSURANCE BERHAD** (hereinafter called the Company) are hereby bound, each for his own part and not one for another, their Executors and Administrators, to indemnify the Insured in the terms of this Insurance against his liability at law for damages and claimant's costs and expenses in respect of

- a) Injury to any Person (including any Participant)
- b) Damage to Property.

occurring during the Period of Insurance and caused in connection with the Insured Event(s) within the Territorial Limits stated in the Schedule.

Indemnity to Other Persons

The Company will also indemnify in the terms of this Insurance.

1. if so requested by the Insured any director, partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Insurance if the claim had been made against the Insured
2. the legal representatives of any person claiming indemnity under this Insurance in the event of his/her death and in respect of liability incurred by such person.
3. any Participant whilst physically participating in the Insured Event(s).
4. Any Local Association, Club or Organisation responsible for promoting motor sporting events who have been authorized by the Recognised Sanctioning Body to organize the Insured Event(s).
5. Any rescue organization or its members recognized by the Organisers and/or the Promoters and working under the direction of the Organisers and/or the Recognised Sanctioning Body.
6. Any Official being any person appointed by the Insured to carry out official duties at Insured Event(s)
7. The Sponsors being the sponsors of the Insured Event(s).
8. The Landowner being any person, firm or authority (which term shall include any landowner, any circuit owner, any local authority or any Minister or Ministry of the National Government) whose permission is necessary for the holding of the Insured Event(s).

Limit of Indemnity

The liability of the Company for all damages in respect of any one claim or series of claims arising from one occurrence shall not exceed the Limit of Indemnity.

Costs and Expenses

The Company will pay all other costs and expenses incurred with their written consent:-

- a) in addition to the Limit of Indemnity in respect of claims made against the Insured elsewhere than in the United States of America and/or Canada.
- b) in diminution of the Limit of Indemnity in respect of claims made against the Insured in the United States of America and/or Canada.

EXCEPTIONS

The Company shall not provide indemnity in respect of

1. Contractual Liability

liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement unless the sole conduct and control of claims is vested in the Company.

2. Liability of Organizer to the Competitors

liability of the Insured as Organizer to the Competitors whilst participating in the racing.

3. Fines, Liquidated Damages, Penalties

liability for the fines, liquidated damages or amounts under any penalty clause.

4. Employees

liability to any employee in respect of Injury arising out of and in the course of his employment by the Insured or liability incurred under any Workmen's Compensation Act or any law appertaining to the compensation of workmen.

This exception shall not apply to Injury sustained by any Official whilst engaged in a recognised official duty at the Insured Event(s).

5. Custody or Control

Damage to

- (a) Property belonging to the Insured or in the custody or under control of the Insured or of any Employee (other than Property (including vehicles) belonging to visitors, directors, partners, Employees of the Insured, Officials or Landowners)
- (b) that part of any Property on which the Insured or any Employee or agent of the Insured is or has been working where the Damage results from such work

6. Deliberate Acts

liability caused by or arising from any deliberate act or omission by or on behalf of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.

7. Craft and Vehicles

liability arising out of the ownership possession or use by or on behalf of the Insured or caused by any

- (a) craft designed to travel in or through air, space or water (other than hand propelled watercraft or rescue craft.
- (b) mechanically propelled vehicles

for which no specific indemnity is provided by Extension B.

8. Advice, Professional Services

liability caused by or arising from

- (a) advice, design or specification given by or on behalf of the Insured for a fee
- (b) professional services rendered by or on behalf of the Insured

9. Products

liability caused by or arising from goods sold or supplied repaired serviced tested altered installed processed or delivered by or through the Insured other than

- (a) goods in the possession of the Insured or his Employees
- (b) food or drink sold or supplied

10. War and Terrorism

any loss, damage, liability, cost or expenses of whatever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss namely ;

- a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
- b) mutiny, riot, strike, civil commotion, military or popular rising insurrection, rebellion, revolution, military or usurped power
- c) martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege
- d) any act of terrorism
For the purpose of this exception an act of terrorism means an act, including but not limited to the use of force or violence and or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and or to put the public, or any section of the public in fear.
- e) any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a) to d) above

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this exception, any claim is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

11. Radioactive/Nuclear Energy Risks

any liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss :-

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

12. Gradual Environmental Impairment

any liability for

- (a) personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants
- (b) the cost of removing, nullifying or cleaning up pollutants
- (c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants

Notwithstanding the foregoing, this Policy shall cover liability otherwise excluded under paragraphs (a) and (b) above which :

- (i) arises from a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place, and
- (ii) is indemnified in not more than one annual period of original insurance

13. Punitive or Exemplary Damages

liability for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever

14. Offshore

liability arising Offshore.

15. Participants

liability of a driver and/or entrant and/or crew in a competing vehicle to other drivers and/or entrants and/or crews in competing vehicles whilst both are competing and/or practicing in any form

16. Circuit Damage

Damage to

- (a) the road, track, circuit or other surface
- (b) any equipment and/or circuit furniture (hired or otherwise) used for the purpose of the Insured Event(s).

17. Unsanctioned Events

sports events not sanctioned by any International Motor Sports Associations or Federations, Automobile Association of Malaysia or Singapore Motor Sports Association.

18. Asbestos

any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

19. Motor Insurance

liability arising from competitions, reliability trials, treasure hunt etc as specifically insured under Motor Insurance.

EXTENSIONS

Unless otherwise stated the following Extensions are subject always to the Terms Conditions and Exceptions contained in this Insurance.

A. Leased and Rented Premises

Exception 5(a) of this Insurance shall not apply to Damage to premises leased or rented to the Insured.

Provided always that the Company shall not be liable in respect of liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement unless the sole conduct and control of claims is vested in the Company

B. Motor Vehicle and Craft

Provided the Insured is not more specifically insured the Company will indemnify the Insured in the terms of this Insurance in respect of legal liability for Injury or Damage.

1. caused by any motor vehicle which is owned by or in possession of or being used by or on behalf of the Insured
 - (a) which is licensed for road use and is being used in circumstances which do not require insurance or security under any road traffic legislation.
 - (b) whilst in use as tool of trade but this indemnity shall not apply to liability in respect of which insurance or security is required under any road traffic legislation.

2. happening during the act of loading or unloading of a motor vehicle.
3. caused by any aircraft which is not owned or in the possession of the Insured being used for the purposes of carrying out emergency duties.

C. Motor Contingent Liability

The Company will indemnify the Insured in the terms of this Insurance in respect of legal liability for Injury or Damage arising out of the use of any motor vehicle owned by an Employee and which is being used in the course of the Business.

Provided that the Company shall not be liable in respect of

- (a) liability arising when such motor vehicle is being driven
 - (i) by the Insured
 - (ii) with the general consent of the Insured by any person who to the knowledge of the Insured does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding such a licence.
- (b) damage to any such motor vehicle

D. Individual Liability of Participants' Clause

It is understood and agreed that this Policy includes the individual participants' legal liability in connection with each event but excluding such legal liability of a driver and/or entrant and/or crew in a competing vehicles to other drivers and/or entrants and/or crews in competing vehicles whilst both are competing and/or practicing in any form.

Nevertheless for events where compulsory third party insurance is required by Law this extension shall be incorporated to the extent of such compulsory insurance.

Provided always that nothing contained in this clause shall be deemed to increase the limit of this Policy.

E. Member to Member Liability Clause

It is understood and agreed that this Policy includes legal liability of one member of the Insured organization to another member of the organization subject always to the exclusion provided for, under the individual liability of participants' clause.

Provided always that such member :

- a) is not entitled to indemnity under any other insurance;
- b) shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy.

F. Cross Liability Clause

It is agreed and understood that otherwise subject to the terms exclusions provisions and conditions contained in the Policy the third party liability cover shall apply to the Insured parties named in the schedule as if a separate policy had been issued to each party provided that the Company shall not indemnify the Insured under this clause in respect of liability for fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under workmen's compensation and/or employers' liability insurance.

G. Indemnity to Directors and Executives clause

If any claim is made upon any director and/or executive of the Insured in connection with the business of the Insured described in this Policy and the claim is such if made upon the Insured, the Insured would be entitled to indemnity under this Policy, the Company will in the terms of and subject to the limitations of this Policy indemnify the said director and/or executive of the Insured in respect of such claim.

Provided that :