



Motor Sport Liability
Renewal Information 2021/22
Australian Independent Dirt Kart
Association (AIDKA)



Gallagher

Insurance | Risk Management | Consulting

PART A – About the Insured

Section 1 – Contact Details	
Full Name of Insured	Australian Independent Dirt Kart Association Inc (AIDKA) including: ALICE SPRINGS KARTING CLUB TOP END DIRT KARTS ADELAIDE DIRT KART CLUB ANGAS GOKART CLUB BLANCHETOWN KART CLUB DESERT DIRT KART CLUB LOXTON KARTING CLUB LUCINDALE KARTING CLUB & PORT PIRIE GO-KART CLUB MORGAN DIRT KART CLUB RENMARK DIRT KART CLUB TATIARA KARTING CLUB YORKE PENINSULA DIRT KART CLUB BUSSELTON KART CLUB DIRT TRACKERS KART CLUB GREAT SOUTHERN KART CLUB JENNACUBBINE DIRT KART CLUB MEEKATHARRA DIRT KART CLUB WEIPA KART CLUB
Business Address	84 Chowne Road LOXTON NORTH SA 5333
Website Address	https://aidka.com.au
Policy Period	31 August 2021 – 31 August 2022

Section 2 – Business Details	
Annual Turnover (2020)	\$ 317,088 Include Jobkeeper and ATO Cash flow boost
Annual Turnover (2021 – Estimate)	\$ 395,473 (As above)
Annual Wages to Employees for the Next 12 Months	\$
Annual Payments to Subcontractors for the Next 12 Months	\$
Years in Business	32
Please provide a full description of your business activities	
Principally, Administrators, Organisers and Promoters of Dirt Circuit Go Kart Racing together with Marketing and Risk Management and all incidental activities thereto including all Club activities as declared from time to time as provided as an attachment.	

Section 3 – Number of Events		
	2020 (19 clubs – Aust wide)	2021 (19 clubs – Aust wide)
Total number of Race Meetings	220	220
Total number of Practices	100	100
TOTAL		

Section 4 – Participant Information

Category	End June 2020	End June 2021
Senior Drivers	580	672
Junior Drivers – Under 17 yrs	332	351
Senior Officials/Crew	300	344
Single Event Licences	140	157
Casual Pit Passes	500	600
TOTAL	1852	2124

Section 5 – Racing Categories

Current Divisions of racing are as follows:

CLASS	Combined Weight
Rookies	No Combined Weight
Midgets	No Combined Weight
J Junior Light	95kg
J Junior Heavy	115kg
KT Light	120kg
KT Medium	140kg
KT Heavy	160kg
KT Twin	160kg
Statesman	140kg
125cc Light	140kg
125cc Heavy	165kg
100cc Open	140kg
200cc Open	160kg
Outlaw	160kg

Section 6 – Licence Grades

Current Licence Grades are as follows:

Licence Grades	
Senior A Grade	200cc Outlaw and KT Twin
Senior B Grade	100cc and 125cc
Senior C Grade	KT
Junior	Junior/Rookie/Midgets

Section 7 – Your Risk Management

Does the business or club:

Have documented Risk Management policies and / or procedures in place?	Yes
Ensure that all protective and safety equipment is in good working order?	Yes
Require participants to sign an indemnity form prior to participation?	Yes

Additional Risk / Control information:

AIDKA developed rules relating to the safety aspects to competitors to reduce the potential for injury. However, motor racing is an activity which by its nature does have inherent risks of danger.

In addition to the individual category rules and regulations, AIDKA has a proactive Risk Management program which addresses all aspects of the risk in the sport. The track record of AIDKA in this regard has shown improvement in risk control in the sport.

Section 8 – Additional Supporting Documentation

In addition to this submission, please see following documentation:

AIDKA Covid19 procedures can be found on the website:

<https://www.aidka.com.au/aidka-corona-virus-covid-19-update-for-members/>

Along with copies of risk waivers, permit forms etc.

Please advise if you require any further documentation.

PART B – Claims History

Prior Claims (Past 5 Years)

Date of Loss	Claim Detail	Amount Paid
NIL	NIL	NIL

PART C – Cover Requirements

Insured Details	
Period of Insurance	31 st August 2021 to 31 st August 2022
Geographical Limits	Worldwide Excluding USA and Canada
Territorial Limits	Worldwide Excluding USA and Canada
Business	Australian Independent Dirt Kart Association Inc. together with and including: All affiliated and associated clubs, their committees, sub-committees, members, trustees, license holders, officials and volunteers.
Business Description	Principally, Administrators, Organisers and Promoters of Dirt Circuit Gokart Racing including all Club activities including social clubs, member services and other non-motor sport activities as agreed and declared from time to time, provider of medical facilities and/or fire services and/or rescue services and/or ambulance services together with Marketing and Risk Management, and/or property owners and/or lessors/lessees and/or all ancillary and associated activities and activities of affiliated and associated clubs.

Combined Liability	
Covering	The Insured's legal liability to pay by way of compensation to third parties in respect of Personal Injury and/or Property Damage happening during the Period of Insurance caused by an occurrence in connection with the Business of the Insured (as per Insurers approved Policy Wording).
Public and Products Liability	<p>\$20,000,000 any one occurrence/Claim or series of occurrences/Claims arising from one originating cause and in the aggregate for the Period of Insurance separately in respect of Pollution Liability* and Products Liability</p> <p><i>* Note Pollution Liability is only covered in terms of the Policy to the extent that the Insured can demonstrate such Pollution (meaning pollution or contamination of the atmosphere or of any water, land or other tangible property) was the direct result of a sudden, specific and identifiable event occurring during the Period of Insurance and was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution.</i></p>
Errors and Omissions	\$5,000,000 any one claim and in the aggregate for the Period of Insurance
Participant to Participant Liability	\$100,000 any one occurrence
Goods in Care Custody & Control	\$500,000 any one period of insurance
Excess Required	\$5,000 each and every Occurrence inclusive of Supplementary Payments

Policy Endorsements / Conditions	
Member to Member Liability	This Policy includes the legal liability of one member of a club to another member of a club for Injury or Damage provided always that such member is not entitled to indemnity under any other insurance and shall observe, fulfil and be subject to the terms, conditions and exclusions of the Master Policy so far as they apply. This extension is also subject to the participant to participant policy exclusion including any coverage written back into this Policy under provisos applicable to that exclusion.

Major Exclusions

- Liability assumed by the Insured under any contracts or agreements unless such liability would have attached in the absence of such agreement.
- Liability arising out of or in connection with contractors and subcontractors, other than claims made against the Insured arising out of the negligence of such contractors and/or subcontractors provided that the Insured has not contractually assumed the liability of such contractors and/or subcontractors or contractually permitted such contractors and/or sub-contractors to reduce or contract out of their liability.
- Liability arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage.
- Liability for claims in respect of the legal 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 practising in any form but this exclusion does not apply to:
 - (a) tracks and insured events in Tasmania where this Policy shall apply to indemnity in respect of Injury to drivers and/or entrants and/or crew in vehicles competing in an event or practice caused by other drivers and/or entrants and/or crew in competing vehicles, whilst all are engaged in the same event or practice;
 - (b) defence costs in defending a claim arising out of Injury to drivers and/or entrants and/or crew in vehicles competing in an event or practice anywhere in Australia (except for Tasmania) caused by other drivers and/or entrants and/or crew in competing vehicles, whilst all are engaged in the same event or practice.
- Liability arising out of or in any way connected with Workers' Compensation Laws, the provision of any industrial award or agreement or determination or any contract of employment or workplace agreement.
- Liability arising out of or in any way connected with any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination (sexual or otherwise) in respect of employment of the Insured.
- Liability for claims arising out of occupational illness or disease (including subsequent disablement or death) sustained by any worker of the Insured which arises out of such person's employment.
- Liability arising out of any wrongful act, error or omission committed or alleged to have been committed by any director or officer of the Insured in their respective capacity as such other than Injury or Damage consequent upon such acts, errors or omissions.
- Liability arising out of liquidated damages clauses, penalty clauses or performance warranties, punitive or exemplary damages.
- Liability arising from the existence of or exposure to asbestos and/or any asbestos containing materials.
- Liability arising from terrorism, war, invasion, act of foreign enemy, hostilities, civil war, rebellion, insurrection or military or usurped power, nuclear perils and risks.
- Liability of any kind or description arising from or relating to mould, fungus, mildew or spores.
- Liability for financial loss which is not consequent upon Injury or Damage other than where coverage is provided in terms of the Errors & Omissions Policy extension.
- Liability arising out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured other:
 - (a) than liability caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - (b) arising beyond the limits of any carriageway or thoroughfare and/or caused by the loading or unloading of any motor vehicle or trailer;
 - (c) for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load thereon; and
 - (d) arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
 No cover is provided against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility.
- Liability for damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than:
 - (a) premises (or the contents thereof) temporarily occupied by the Insured for work therein (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work);
 - (b) clothing and personal effects belonging to employees and visitors of the Insured;
 - (c) premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement; and
 - (d) other property (not owned by the Insured) subject to a sub-limit of \$250,000 any one occurrence and in the aggregate for the Period of Insurance.
- Errors & Omissions Insurance Extension - Liability arising out of any negligence, whether by acts, errors or omissions which occurred or allegedly occurred prior to 31 August 1989
- Errors & Omissions Insurance Extension – Liability arising out of any facts or circumstances which the Insured was aware of prior to the commencement of the Period of Insurance.