

Allianz Global Corporate & Specialty

# Insurance policy

## Association of Racing Drivers Schools (ARDS) and ARDS licensed instructors

### Motorsport Insurance Policy

Allianz Global Corporate & Specialty SE (herein called the Company) and the **Named Insured** (as named in the Schedule) agree:

The Company will indemnify or otherwise compensate the **Named Insured** in accordance with and subject to the terms and conditions of this Policy, in consideration of the payment to the Company of the premium for the Period of Insurance.

Provided that this Policy shall not be in force unless it has been signed by an authorised official of the Company.



Brian Kirwan  
Chief Executive Officer UK

Signed for and on behalf  
of the Company

Allianz Global Corporate & Specialty is the UK branch of Allianz Global Corporate & Specialty SE, Königinstrasse 28, 80802 München, Germany.  
UK Branch registered office: 60 Gracechurch Street, London EC3V 0HR.  
Authorised by Bundesanstalt für Finanzdienstleistungsaufsicht.

**Allianz** 

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## **POLICY SCHEDULE**

**Policy No:** GBT004346210

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**Insured:** Association of Racing Drivers Schools (ARDS) and ARDS licensed instructors

**Address:** Castle Combe Circuit  
Castle Combe  
Chippenham  
Wilts  
SN14 7EY

**The Business:** Delivery of driver instruction and governance of ARDS instructor licensing scheme

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### **Period of Insurance**

**From:** 00:01 – 1<sup>st</sup> January 2021

**To:** 23.59 – 31<sup>st</sup> December 2021 both dates inclusive GMT

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**The Premises**

Location 1: Castle Combe Circuit, Castle Combe, Chippenham, Wilts, SN14 7EY

Location 2: Various circuits as specified in this Document

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**Public and Products Liability Section**

Any one Occurrence during the Period of Insurance in respect of Public Liability GBP10,000,000

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**Excess**

**Public and Products Liability Section**

Each and every Loss: GBP 500

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**Broker :**

Towergate Insurance brokers, Warwick

**Insured Companies**

Association of Racing Drivers Schools (ARDS)  
ARDS licensed instructors

**Noted Interests**

None Declared

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**Endorsements Applicable**

**Exclusions**

This insurance does not apply to:

**Communicable Disease**

- I. 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.

Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

Subject otherwise to the terms and conditions of the Policy.



### **Tuition Endorsement**

Public and Products Liability Section Exclusions applying to section 6 – Public and products liability ‘Advice and Design’ is deemed to be deleted and the following substituted:

The company shall not be liable to indemnify the Insured in respect of liability arising out of:-

- a) Advice, designs, plans, formulae or specifications
- b) Omission to perform a professional duty

Provided for a fee or in circumstances where a fee would normally be charged unless Bodily Injury or Damage was caused by or was arising from any tuition or advice given by or on behalf of the Insured to the Named Insured's clients or member in the normal course of the Business and provided that such tuition instruction or advice is given by a suitably qualified Employee or if not suitably qualified the Employee is under the direct supervision of a suitably qualified Employee.

Subject otherwise to the terms and conditions of the Policy.

### **Motorsports Conditions**

It is a condition precedent to liability that you ensure that:

- a) No participant who is intoxicated is allowed to partake in any insured activity
- b) The track is controlled at all times during all insured activities
- c) Participants wear helmets, gloves, and overalls where deemed appropriate
- d) Adequate first aid and medical facilities are kept available for use

We shall not be liable in respect of

- a) bodily injury to track marshals or caused by one participant to another during any insured activity
- b) Damage occurring to the road, track, circuit or other race surface or any equipment or circuit furniture whether hired or otherwise used for the purpose of the insured events

For the purposes of this endorsement, the following definitions apply

Participant - Any rider, passenger, driver, co-driver or navigator or any other person who has been granted permission to enter a restricted area.

Official - Any person appointed by you to carry out official duties during insured activities

Restricted Area - Any area requiring authorised or permission to enter or any area where admission by spectators is prohibited including but not limited to the racing surface and pit area

## Cyber Liability

### I. Exclusion

The insurance provided by this policy does not cover any loss, damage, fees, costs, charges, expenses and/or liability arising directly or indirectly out of, or in any way related to any **cyber event**.

### II. New Definition

#### A. **Cyber Event** means any:

1. Damage to, loss, destruction, corruption, theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, disposal or loss of operational control of data. Data includes but is not limited to, personal information in any form;
2. Loss, theft or unauthorized disclosure of personal information (personal data) or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing);
3. Unauthorized access to or use of any personal information (personal data) or confidential information other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) occurring in the **company's computer system**;
4. Non-physical and technological failure of computer system security or other technological security measures aimed at protecting data in any format;
5. Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the **company's computer system**; and/or
6. Breach of laws and regulations pertaining to privacy and resulting from items 1., 2., 3., 4., and 5., above.

- B. **Company's computer system** means a computer system leased, owned or operated by or which is made available or accessible to the insured company for the purpose of storing and processing the insured company's electronic data or software.

Subject otherwise to the terms and conditions of the Policy.

## Vehicle damage exclusion

Insurance cover provided by ARDS does NOT extend to include any damage to the vehicles being used during instruction. It is the responsibility of the vehicle owner/event organiser to arrange "On Track" Accidental Damage cover as required.

Subject otherwise to the terms and conditions of the Policy

### **ARDS Racing schools and approved venues**

The following venues are noted and approved for use under this policy.

#### **ARDS Racing Schools**

- Anglesey Performance Driving School
- Bookatrack, Donington
- Castle Combe
- Goodwood Motor Circuit
- Kirkistown Race School
- Knockhill Racking Drivers School
- Motorsport Vision – Brands Hatch, Cadwell Park, Oulton Park, Snetterton and Donington Park
- Silverstone Experience Centre
- The Motorsports School – Mallory Park
- Thruxton Motorsport Centre incorporating Croft Circuit and Pembray Circuit

#### **ARDS Approved Venues**

- Millbrook Proving Ground
- MIRA
- Bedford Autodrome
- Prestwold Hall
- 3 Sister Racing Circuit
- Blyton Park
- Bruntingthorpe
- Hethel
- Llandow Circuit

Any other venue will need to be approved by the Company prior to use.

Subject otherwise to the terms and conditions of the Policy.

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**Public and Products Liability Section**

Limit of Indemnity	GBP 10,000,000
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**Membership**

Estimated Total Member	500
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**Employers Liability Section**

Limit of Indemnity GBP 10,000,000

Manual and Clerical Wageroll GBP 50,000

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