

CLUBS' INSURANCE

30 June 2014 - 30 June 2015



Pony Club Association of Victoria Inc. (PCAV), together with Gow-Gates Insurance Brokers and Lloyd's Insurers, has arranged an Insurance Programme to benefit all Pony Clubs.

PCAV ACTIVITIES

- Dressage
- Mounted Games
- Rallies
- Displays & exhibitions
- Orienteering
- Cross Country
- Eventing
- Gymkhana
- Club social trail rides
- Sporting Events
- Showjumping
- Polocrosse
- Meetings and AGM's
- Training Days
- Vaulting
- One Day Events
- Campdrafting
- Tent Pegging
- International Competitions
- All other PCAV Approved Activities

PUBLIC & PRODUCTS LIABILITY

| Who? | Voluntary Helpers | Clubs including Committee Members, Judges, Officials and Administrators |
|-------|---|---|
| What? | <p>Your legal liability to compensate third parties for personal injury or property damage.</p> <p>Limit of Liability \$20,000,000</p> <p>Excess \$1,000 third party property damage claims</p> | <p>Your legal liability to compensate third parties for personal injury or property damage.</p> <p>Limit of Liability \$20,000,000</p> <p>Excess \$1,000 third party property damage claims</p> |
| When? | <p>Whilst acting on behalf of or whilst you are engaged in voluntary work as a Registered voluntary helper at PCAV approved events and activities</p> | <p>Whilst acting on behalf of or whilst you are engaged or employed by PCAV during approved events and activities</p> |

PCAV AFFILIATE CLUB – COMMITTEE MEMBERS, JUDGES, OFFICIALS, ADMINISTRATORS AND VOLUNTARY WORKERS.

Those who are **officials and voluntary workers of PCAV Affiliate Clubs** are covered whilst acting on behalf of or working at events organised and/or run by a PCAV Affiliated Club and participating in approved club activities authorised and/or sanctioned by PCAV where they are liable for causing bodily injury or property damage to others.

ASSOCIATIONS LIABILITY

WHAT DOES THE POLICY COVER?

This policy is designed to provide cover for the downsides that occur in the running of an association.

The cover available is arranged into different policy sections:

- (i) Management Liability;
- (ii) Corporate Liability;
- (iii) Employment Practices Liability;
- (iv) Crime Protection;
- (v) Statutory Liability.

MANAGEMENT LIABILITY

Management Liability is designed to provide cover for liability arising from any actual or alleged act, error or omission of any Office Bearer or arising solely because of any person's status as an Office Bearer.

CORPORATE LIABILITY

Corporate Liability is designed to provide cover for liability arising from any actual or alleged act, error or omission of an Association except with respect to any Employment Practices Liability, Third Party Liability or Membership Liability.

EMPLOYMENT PRACTICES LIABILITY (EPL)

EPL is designed to provide cover for liability arising from any actual or alleged act, error or omission with respect to any employment of any past, present or future Employee or Insured Person of any Association; or any prospective employment of any person.

CRIME PROTECTION

This section is designed to provide cover for employee fraud and dishonesty, third party crime and destruction and damage of money and negotiable instruments.

STATUTORY LIABILITY

This section is designed to provide cover for fines or pecuniary penalties pursuant to any Statute which you become legally liable to pay as a result of a breach of Management Liability, Corporate Liability or Employment Practices Liability.

Limit of Liability

The aggregate limit of liability is \$10,000,000. The limit available under each policy section is:

- (i) Management Liability - \$10,000,000 - Excess \$2,500;
- (ii) Corporate Liability - \$10,000,000 - Excess \$2,500;
- (iii) Employment Practices Liability - \$10,000,000 - Excess \$2,500;



- (iv) Crime Protection - \$250,000 - Excess \$2,500;
- (v) Statutory Liability - \$500,000 - Excess \$2,500.

Some sub-limits apply and we refer you to the policy wording for a complete list of limits of liability.

In the event of a claim

Associations Liability is a 'claims made' policy and the prompt notice of claims is imperative. Notify Gow-Gates as soon as you:

- (i) Become aware of a problem which involves a loss or potential loss to an office bearer or the club;
- (ii) Receive a verbal or written complaint which is likely to give rise to a claim (as defined in the policy).

PERSONAL ACCIDENT

| Who? | When? |
|---|---|
| Voluntary Helpers 5 years to 85 years of age | For personal injuries sustained whilst performing voluntary work for and on behalf of PCAV, and their affiliated clubs, including while traveling directly to or from the site at which you are performing the voluntary work. Cover excludes riding a horse unless the horse is to be used by you, the Voluntary Worker, in your capacity as a judge or mounted steward only. |

CAPITAL BENEFITS

| PART A | DEATH & CAPITAL AS PER TABLE OF BENEFITS |
|-------------------|--|
| Voluntary Helpers | Up to a maximum of \$50,000 but limited to \$10,000 for Accidental Death in respect of Volunteers under 18 years of age. |
| PART B | WEEKLY BENEFITS – INJURY (TEMPORARY TOTAL DISABLEMENT) |
| Voluntary Helpers | 85% of earning up to \$500 per week payable up to 104 weeks from the date of injury unless otherwise stated with a nil excess. |

SCHEDULE OF BENEFITS

THE EVENTS - Injury resulting directly in the following Event(s), which occur within twelve (12) months of the date of the Injury:

THE BENEFIT - Being the percentage of the amount shown in the Schedule against Death & Capital Benefits for each insured person

| THE EVENTS | THE BENEFITS |
|--|--------------|
| 1. Death (limited to 20% of the Capital Benefit in the schedule for Insured Persons under 18 years of age) | 100% |



| | |
|--|-----------|
| 2. Permanent Quadriplegia | 100% |
| 3. Permanent Paraplegia | 100% |
| 4. Permanent total loss of sight of two eyes | 100% |
| Permanent total loss of sight of one eye | 100% |
| 5. Permanent total loss of hearing of two ears | 100% |
| Permanent total loss of hearing of one ear | 25% |
| 6. Permanent total loss of use of two arms | 100% |
| Permanent total loss of use of one arm | 100% |
| 7. Permanent total loss of use of two legs | 100% |
| Permanent total loss of use of one leg | 100% |
| 8. Permanent total loss of use of two + fingers | 40% |
| Permanent total loss of use of two fingers | 14% |
| Permanent total loss of use of one finger | 4% |
| Permanent total loss of use of one thumb | 5% |
| 9. Permanent total loss of use of two + toes | 40% |
| Permanent total loss of use of two toes | 14% |
| Permanent total loss of use of one toe | 4% |
| 10. Permanent total loss of two kidneys | 75% |
| Permanent total loss of one kidney | 30% |
| Permanent total loss of spleen | 25% |
| Permanent total loss of liver | 70% |
| Permanent total loss of two testicles | 40% |
| Permanent total loss of one testicle | 6% |
| Permanent total loss of sexual function | 45% |
| 11. Total & Permanent disfigurement | Up to 45% |
| Total & Permanent shortening of the leg | 7% |
| For the purposes of this Event 11 only, Disfigurement means disfigurement that extends to more than 20% of the entire external body. The total percentage paid to be at Underwriters sole and absolute discretion. | |

| | |
|--|----------------------|
| <p>12. Any permanent total disability or permanent total loss of use of any body part not shown above will be compensated at a percentage of the Capital Benefit as determined at the sole and absolute discretion of the underwriters. Such determination will not be inconsistent with the benefits provided under Events 4-11 inclusive.</p> | <p>Up to 90%</p> |
| <p>13. Becoming HIV positive but cover for this Event is only provided if the infection was as a direct result of playing or participating in the Sport nominated in the Schedule.</p> | <p>Up to \$5,000</p> |
| <p>14. Actual Non Medicare Expenses incurred following Accidental miscarriage or premature child birth up to max 26 weeks of pregnancy.</p> <p>Cover for this Event is only provided if the miscarriage of childbirth was as a direct result of playing or participating in the Sport nominated in the Schedule.</p> <p>Event 14 is subject to deduction of the Excess specified in the Schedule for Medical Benefits.</p> | <p>Up to \$2,500</p> |

ADDITIONAL BENEFITS

Non-Medicare Medical Expenses

100% Reimbursement
 \$5,000 maximum per claim
 \$50 excess

Funeral Expenses

If, as a direct result of Bodily Injury, a Voluntary Helper suffers Accidental Death this policy covers their funeral expenses up to a maximum of \$7,500.

Clothing Allowance

\$500
 This policy covers equestrian related clothing up to a maximum of \$500, including riding boots and helmets, damaged as a result of the necessary removal of such clothing for the purpose of necessary medical attention following an Accident claimable under the policy.

Out of Pocket Expenses



This policy covers reasonable out of pocket expenses incurred as a result of the injury up to \$100 per week to a maximum of \$1,000 payable upon original receipts for such expenses.

Physical damage to property is not an expense that is deemed to be directly attributable to the Disablement and the ability to perform normal everyday activities.

This benefit is not applicable where benefits are being paid under the Loss of income Section.

The entitlements listed on the next page are not available to income earners.

Student Tutorial Cost

If you are a full time student and suffer an injury and you are unable to attend classes insurers will pay 100% of the actual cost of Home Tutorial Expenses certified as necessary by the Attending Medical Practitioner subject to a maximum of \$200 per week for each week of Temporary Total Disablement, payable from the 8th day of treatment, for a maximum period of 26 weeks.

Domestic Home Help

If you are retired, unemployed or not in receipt of a salary and suffer from an injury and unable to carry out domestic duties, insurers will pay up to 100% of the actual cost of domestic home help certified as necessary by the attending Medical Practitioner subject to a maximum of \$200 per week for each week of Temporary Total Disablement from the 8th day of treatment for a maximum period of 26 weeks.

Domestic Duties means the usual and ordinary domestic duties undertaken by someone as a homemaker and could include child-minding and home help services.

Child-minding services and domestic help must be carried out by persons other than members of the Insured Person's family or other relatives or persons permanently living with the Insured Person.

For a full guide to the benefits please refer to the Policy Wording.

In the event of a claim

If you are claiming for weekly benefits please supply the following:

- Proof of earnings
- Supporting Medical Certificates

If you are claiming for Non-Medicare Medical Expenses the following apply:

- The expenses must be incurred within 12 months from the date of the injury.
- \$50 excess applies to each and every claim.
- No expenses claimable under Medicare are covered by this insurance, including the Medicare gap.
- It is mandatory to submit your expenses through your Private Health Insurance Fund first before submitting to Gow-Gates.

Ensure documentation can be provided to prove the injured volunteer was recorded on duty on the day of the injury and provide details of the activities for which they were assigned.

This summary is prepared as a guide only and in no way affects, alters or overrides the Terms, Conditions and Limitations of the Policies that set out the basis of the Insurance. For full details of cover, terms and conditions refer to the Policy Wording.

