



# Clubs' Insurance

Pony Club Association of Victoria Inc.  
30 June 2018 - 30 June 2019

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 Clubs.

## PCAV Activities

- Dressage
- Mounted Games
- Rallies
- Displays & exhibitions
- Orienteering
- Cross Country
- Eventing
- Gymkhana
- Club social trail rides
- Sporting Events
- Tetrathlon
- 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? | Your legal liability to compensate third parties for personal injury or property damage.<br>Limit of Liability - \$20,000,000<br>Excess - \$1,000 third party property damage claims | Your legal liability to compensate third parties for personal injury or property damage.<br>Limit of Liability - \$20,000,000<br>Excess - \$1,000 third party property damage claims |
| When? | Whilst acting on behalf of or whilst you are engaged in voluntary work as a Registered voluntary helper at PCAV approved events and activities                                       | Whilst acting on behalf of or whilst you are engaged or employed by PCAV during approved events and activities   |

### Pony Club Victoria 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. Insured Persons Liability
- ii. Company Liability
- iii. Employment Practices Liability
- iv. Statutory Liability
- v. Commercial Crime
- vi. Internet Liability



## **Insured Persons Liability**

Covers claims against the directors, officers and senior managers arising out of the management of the company.

## **Company Liability**

Covers claims against the company arising out of the management of its business activities.

## **Employment Practices Liability**

Covers the company for employment practices claims e.g. wrongful dismissal or discrimination, as well as claims by third parties for discrimination or harassment.

## **Statutory Liability**

Covers the company, its directors, officers, senior managers and employees for proceedings brought by regulatory bodies for breaches of statutory law. Covers defence costs and penalties.

## **Commercial Crime**

Covers the company against direct financial loss of money and property due to employee fraud or dishonesty, whether acting alone or in collusion with others. Also covers external crime, being single or repeated dishonest acts, as committed by a third party.

## **Internet Liability**

Covers the company against claims for defamation, breach of privacy and breach of intellectual property arising out of material published on the website.

## **Limit Of Liability**

- i. Insured Persons Liability – \$10,000,000 – With an additional \$10,000,000 – Excess \$2,500
- ii. Company Liability – \$10,000,000 – With an additional \$10,000,000 – Excess \$2,500;
- iii. Employment Practices Liability – \$10,000,000 – With an additional \$10,000,000 – Excess \$7,500;
- iv. Statutory Liability – \$1,000,000 – Excess \$7,500;
- v. Commercial Crime – \$1,000,000 – Excess \$10,000;
- vi. Internet Liability – \$1,000,000 – Excess \$2,500.

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

The aggregate limit of liability is \$25,000,000.

## 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

Cover is provided for **Financial Riding Members** for accidental injury sustained when actively engaged in personal equestrian related activities, provided that you are normally domiciled in Australia or New Zealand.

| Who?   | When?   |
|--|---|
| Directors, Officials, Employees, Executive Officers, Office Bearers, Committees, Sub-Committees, Managers, Administrators, Course Builders, Selectors, Judges, Referees and other Officials, medical Officers, Physiotherapist, Masseurs and Ambulance Officers of PCAV.<br><br>2 years to 80 years of age | For personal injuries sustained during any equestrian activity performed in the course of their duties for and on behalf of PCAV including whilst travelling to or from the site of the activity.   |
| Voluntary Workers.<br><br>2 years to 80 years of age   | For personal injuries sustained whilst engaged in non-income earning voluntary work performed in the course of their duties for and on behalf of PCAV excluding while travelling directly to or from the site of the event at which they are working. |

## Main Benefits

(Full list of benefits should be referred to in the Master Policy)

| What?                 | Maximum Benefits  |
|-----------------------|---|
| Capital Benefits      | \$200,000 maximum<br>\$50,000 maximum (under 18 years)  |
| Permanent Disablement | \$200,000 maximum   |
| Funeral Expenses      | \$7,500 maximum   |
| Becoming HIV Positive | \$20,000 maximum<br><br>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. |

| What?   | Maximum Benefits   |                               |          |   |         |            |       |                             |       |                   |                     |            |       |            |       |                                   |  |                    |       |                                       |         |              |       |
|---|--|-------------------------------|----------|---|---------|------------|-------|-----------------------------|-------|-------------------|---------------------|------------|-------|------------|-------|-----------------------------------|--|--------------------|-------|---------------------------------------|---------|--------------|-------|
| Non-Medicare Medical Expenses                 | <p>100% Reimbursement</p> <p>\$5,000 maximum per claim</p> <p>\$50 excess if the Member is not a member of a private health fund.</p> <p>Non-Medicare Medical Expenses shall mean medical expenses incurred by an Insured Person in Australia within 12 calendar months of the Insured Person sustaining an injury caused by an Accident occurring:</p> <ol style="list-style-type: none"> <li>1. anywhere in the World, and</li> <li>2. during the Period of Insurance, and</li> <li>3. whilst the Insured Person is engaged in an Equestrian Related Activity only and as a direct result thereof and certified as necessary by a duly qualified and registered medical practitioner.</li> </ol>   |                               |          |   |         |            |       |                             |       |                   |                     |            |       |            |       |                                   |  |                    |       |                                       |         |              |       |
| Fractured Bones                               | <p>Up to \$5,000 in total any one Bodily Injury.</p> <p>If, as a result of injury, an insured person suffers any of the insured events listed insurers will pay the sum insured stated below.</p> <table> <tr> <th>INSURED EVENTS – Fracture of:</th><th>BENEFITS</th></tr> <tr> <td>Skull, Pelvis, Vertebrae of the neck or spine</td><td>\$5,000</td></tr> <tr> <td>Hip or Jaw</td><td>\$750</td></tr> <tr> <td>Shoulder, cheekbone or nose</td><td>\$500</td></tr> <tr> <td>Rib (one or more)</td><td>\$500 (Total \$500)</td></tr> <tr> <td>Breastbone</td><td>\$500</td></tr> <tr> <td>Collarbone</td><td>\$500</td></tr> <tr> <td>Arm, elbow, wrist, ankle or knee:</td><td></td></tr> <tr> <td>i) Simple fracture</td><td>\$500</td></tr> <tr> <td>ii) Compound or complicated fractures</td><td>\$1,000</td></tr> <tr> <td>Hand or foot</td><td>\$200</td></tr> </table> | INSURED EVENTS – Fracture of: | BENEFITS | Skull, Pelvis, Vertebrae of the neck or spine | \$5,000 | Hip or Jaw | \$750 | Shoulder, cheekbone or nose | \$500 | Rib (one or more) | \$500 (Total \$500) | Breastbone | \$500 | Collarbone | \$500 | Arm, elbow, wrist, ankle or knee: |  | i) Simple fracture | \$500 | ii) Compound or complicated fractures | \$1,000 | Hand or foot | \$200 |
| INSURED EVENTS – Fracture of:                 | BENEFITS   |                               |          |   |         |            |       |                             |       |                   |                     |            |       |            |       |                                   |  |                    |       |                                       |         |              |       |
| Skull, Pelvis, Vertebrae of the neck or spine | \$5,000  |                               |          |   |         |            |       |                             |       |                   |                     |            |       |            |       |                                   |  |                    |       |                                       |         |              |       |
| Hip or Jaw                                    | \$750  |                               |          |   |         |            |       |                             |       |                   |                     |            |       |            |       |                                   |  |                    |       |                                       |         |              |       |
| Shoulder, cheekbone or nose                   | \$500  |                               |          |   |         |            |       |                             |       |                   |                     |            |       |            |       |                                   |  |                    |       |                                       |         |              |       |
| Rib (one or more)                             | \$500 (Total \$500)  |                               |          |   |         |            |       |                             |       |                   |                     |            |       |            |       |                                   |  |                    |       |                                       |         |              |       |
| Breastbone                                    | \$500  |                               |          |   |         |            |       |                             |       |                   |                     |            |       |            |       |                                   |  |                    |       |                                       |         |              |       |
| Collarbone                                    | \$500  |                               |          |   |         |            |       |                             |       |                   |                     |            |       |            |       |                                   |  |                    |       |                                       |         |              |       |
| Arm, elbow, wrist, ankle or knee:             |  |                               |          |   |         |            |       |                             |       |                   |                     |            |       |            |       |                                   |  |                    |       |                                       |         |              |       |
| i) Simple fracture                            | \$500  |                               |          |   |         |            |       |                             |       |                   |                     |            |       |            |       |                                   |  |                    |       |                                       |         |              |       |
| ii) Compound or complicated fractures         | \$1,000  |                               |          |   |         |            |       |                             |       |                   |                     |            |       |            |       |                                   |  |                    |       |                                       |         |              |       |
| Hand or foot                                  | \$200  |                               |          |   |         |            |       |                             |       |                   |                     |            |       |            |       |                                   |  |                    |       |                                       |         |              |       |
| Dental Treatment                              | <p>Maximum \$1,000 per tooth and \$5,000 in all in the Period of Insurance.</p> <p>Dental Treatment shall mean treatment to teeth performed by a qualified dental practitioner directly resulting from an Accident occurring while the Insured Person is engaged in a Covered Activity.</p>  |                               |          |   |         |            |       |                             |       |                   |                     |            |       |            |       |                                   |  |                    |       |                                       |         |              |       |

| What?   | Maximum Benefits  |
|---|---|
| Actual Non Medicare Expenses incurred following Accidental miscarriage or premature child birth up to max 26 weeks of pregnancy | <p>\$2,500 maximum</p> <p>\$50 excess if the Member is not a member of a private health fund.</p> <p>Cover for this Event is only provided if the miscarriage or premature childbirth is as a direct result of the Accident causing Bodily Injury.</p>  |
| Overseas Medical Expenses   | <p>\$5,000 maximum</p> <p>Covers the cost of emergency medical treatment incurred outside Australia following Bodily Injury to an Insured Person happening outside Australia and certified as necessary by a duly qualified and registered medical practitioner</p>   |
| Loss of Income Benefits   | <p>85% of earnings up to \$700 per week</p> <p>Payable up to 104 weeks from the date of injury unless otherwise stated with a Nil day excess.</p>   |
| Replacement Clothing Costs  | <p>\$500 maximum</p> <p>Covers equestrian related clothing damaged as a result of necessary removal of such clothing for the purpose of necessary medical attention following an Accident claimable under the policy.</p>   |
| Home & Motor Car Renovation   | <p>\$5,000 maximum</p> <p>Home and Motor Car Renovation Costs shall mean the costs of necessary renovation of the Insured Person's normal place of residence or Motor Vehicle following Bodily Injury resulting in a valid claim under one or more of benefits 1 to 10 inclusive of the Permanent Disablement Scale of Benefits for the purposes of normal daily living (i.e. washing, cooking, bathing, dressing and normal daily use of a motor vehicle) including but not limited to the installation of ramps, guide rails, alarm systems and similar household aids.</p> |
| Rehabilitation  | <p>\$1,000 maximum</p> <p>Rehabilitation Costs shall mean the cost of a rehabilitation provider (including but not limited to a gymnasium, Pilates studio or physical trainer) incurred by the Insured Person as a direct result of Bodily Injury and following a referral by a duly qualified and registered medical practitioner.</p>   |
| Out of Pocket Expenses  | <p>\$1,000 maximum</p> <p>Out of Pocket Expenses shall mean reasonable out of pocket expenses necessarily incurred by a non-income earning Insured Person solely as a direct result of Bodily Injury but not including expenses arising out of physical damage to property.</p>   |

| What?                         | Maximum Benefits  |            |     |             |     |                  |     |
|-------------------------------|---|------------|-----|-------------|-----|------------------|-----|
| Carer Loss of Income Benefit  | <p>\$5,000 maximum</p> <p>85% of Net Income Lost per week up to \$500.</p> <p>28 day waiting period.</p> <p>Carer Loss of Income shall mean benefit payable to one income earning carer of an Insured Person as a result of the carer being unable to work due to caring required to an Insured Person as a direct result of an Insured Person sustaining a Bodily Injury.</p>  |            |     |             |     |                  |     |
| Physiotherapy Treatment Costs | <p>The percentage of the fee charged by the physiotherapist less rebates from other services:</p> <table> <tr> <td>Visits 1-5</td><td>95%</td></tr> <tr> <td>Visits 6-10</td><td>85%</td></tr> <tr> <td>All other visits</td><td>75%</td></tr> </table> <p>Not exceeding in respect of each claim \$5,000</p> <p>If the Insured Person is not a member of a private health fund, the insurance under this benefit excludes the first \$50.00 of each claim,</p> | Visits 1-5 | 95% | Visits 6-10 | 85% | All other visits | 75% |
| Visits 1-5                    | 95%   |            |     |             |     |                  |     |
| Visits 6-10                   | 85%   |            |     |             |     |                  |     |
| All other visits              | 75%   |            |     |             |     |                  |     |

The entitlements listed below are not available to income earners.

|                        |  |
|------------------------|--|
| Student Tutorial Costs | <p>\$500 per week maximum for a maximum of 52 weeks</p> <p>Student Tutorial Costs shall mean the costs incurred by a non-income earning Insured Person who is a full time student at an accredited institution of higher learning for Home Tuition (performed by a person not related to the Insured Person or a member of the Insured Person's family) due to the Insured Person being unable to attend classes as a direct result of Bodily Injury and certified as necessary by a duly qualified and registered medical practitioner, excluding the first 7 (seven) days of each disablement.</p> |
| Domestic Home Help     | <p>\$500 per week maximum for a maximum of 52 weeks</p> <p>Domestic Home Help Expenses shall mean the costs incurred by a non-income earning Insured Person for hiring domestic help and/or child minding services (performed by a person not related to the Insured Person or a member of the Insured Person's family) due to the Insured Person being unable to carry out, excluding the first 7 (seven) days of each disablement.</p>   |

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.