



# Clubs' Insurance

The Pony Club Association of South Australia  
30 June 2017 - 30 June 2018

The Pony Club Association of South Australia (PCA SA), together with Gow-Gates Insurance Brokers and Lloyd's Insurers, has arranged an Insurance Programme to benefit the Association and all Pony Clubs.

## PCA SA 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
- Tetrathlon
- International Competitions
- All other PCA SA 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. Limit of Liability - \$20,000,000 Excess - \$1,000 third party property damage claims	Your legal liability to compensate third parties for personal injury or property damage. Limit of Liability - \$20,000,000 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 PCA SA approved events and activities	Whilst acting on behalf of or whilst you are engaged or employed by PCA SA during approved events and activities

### PCA SA Affiliate Club – Committee Members, Judges, Officials, Administrators And Voluntary Workers.

Those who are officials and voluntary workers of PCA SA Affiliate Clubs are covered whilst acting on behalf of or working at events organised and/or run by a PCA SA Affiliated Club and participating in approved club activities authorised and/or sanctioned by PCA SA 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**

The aggregate limit of liability is \$20,000,000. The limit available under each policy section is:

- i. Insured Persons Liability - \$20,000,000 – Nil Excess;
- ii. Company Liability - \$20,000,000 – Excess \$2,500;
- iii. Employment Practices Liability - \$20,000,000 – Excess \$5,000;
- iv. Statutory Liability - \$1,000,000 – Excess \$5,000;
- v. Commercial Crime – \$1,000,000 – Excess \$5,000;
- 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.



## 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 PCA SA.  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 PCA SA including whilst travelling to or from the site of the activity.
Voluntary Workers.  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 PCA SA 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 \$50,000 maximum (under 18 years)
Permanent Disablement	\$200,000 maximum
Funeral Expenses	\$7,500 maximum
Becoming HIV Positive	\$20,000 maximum  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 border="1" data-bbox="488 1063 1398 1533"> <thead> <tr> <th data-bbox="488 1063 943 1104">INSURED EVENTS – Fracture of:</th> <th data-bbox="943 1063 1398 1104">BENEFITS</th> </tr> </thead> <tbody> <tr> <td data-bbox="488 1104 943 1148">Skull, Pelvis, Vertebrae of the neck or spine</td> <td data-bbox="943 1104 1398 1148">\$5,000</td> </tr> <tr> <td data-bbox="488 1148 943 1191">Hip or Jaw</td> <td data-bbox="943 1148 1398 1191">\$750</td> </tr> <tr> <td data-bbox="488 1191 943 1235">Shoulder, cheekbone or nose</td> <td data-bbox="943 1191 1398 1235">\$500</td> </tr> <tr> <td data-bbox="488 1235 943 1278">Rib (one or more)</td> <td data-bbox="943 1235 1398 1278">\$500 (Total \$500)</td> </tr> <tr> <td data-bbox="488 1278 943 1322">Breastbone</td> <td data-bbox="943 1278 1398 1322">\$500</td> </tr> <tr> <td data-bbox="488 1322 943 1366">Collarbone</td> <td data-bbox="943 1322 1398 1366">\$500</td> </tr> <tr> <td data-bbox="488 1366 943 1409">Arm, elbow, wrist, ankle or knee:</td> <td data-bbox="943 1366 1398 1409"></td> </tr> <tr> <td data-bbox="488 1409 943 1453">i) Simple fracture</td> <td data-bbox="943 1409 1398 1453">\$500</td> </tr> <tr> <td data-bbox="488 1453 943 1496">ii) Compound or complicated fractures</td> <td data-bbox="943 1453 1398 1496">\$1,000</td> </tr> <tr> <td data-bbox="488 1496 943 1540">Hand or foot</td> <td data-bbox="943 1496 1398 1540">\$200</td> </tr> </tbody> </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
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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
Physiotherapy Treatment Costs	<p>The percentage of the fee charged by the physiotherapist less rebates from other services:</p> <p>Visits 1-5            95%</p> <p>Visits 6-10         85%</p> <p>All other visits     75%</p> <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>

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.