

**HORSE RIDING CLUBS ASSOCIATION OF VICTORIA
INC
SUMMARY OF INSURANCE**

**PUBLIC, PRODUCTS LIABILITY & PROFESSIONAL
INDEMNITY INSURANCE**

Name of Insured: The Association, Committee thereof, all current Member Clubs, and current financial members of the Horse Riding Clubs Association of Victoria including Voluntary Workers and Non Professional advisors

Period: 31 October 2008 to 31 October 2009 at 4pm

Cover: Legal Liability to pay compensation to third parties in respect of:-
(i) Personal injury
(ii) Property Damage

Limits of Liability: 1) Public Liability
\$10,000,000.00 per occurrence
2) Products Liability
\$10,000,000.00 per occurrence and in the aggregate
3) Professional Indemnity Liability
\$ 1,000,000.00 per claim and in the aggregate
4) Property in Physical Legal Control
\$ 20,000.00 per occurrence and in the aggregate.

Deductible: \$1,000.00 each & every claim

Situation of Cover: Anywhere in Australia

The Business: A) HRC AV and individual HRC AV Clubs
Cover for all activities run under official HRC AV guidelines by the Association or member Clubs, including but not limited to:-

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The Business cont.:

- Committee Meetings
- Social Functions, voluntary works
- All activities associated with club events
- Voluntary workers, helpers, officials
- Club stalls, stall holders
- Property owners liability for land owners and/or government and/or councils for property used for club events
- Professional Liability for committee members, club officials and persons acting with permission of the club.
- Professional Indemnity Liability cover for coaches (non professional) acting with permission of club for tuition coaching to HRCVA members.

B) Members

Cover applies whilst participating in any HRCVA or HRCVA affiliated clubs activities (as in A above).

Including whilst travelling to or from such events, including Personal Liability in connection with the use or ownership of horses for all private use.

Wording: Calliden General Sport Liability and Professional Indemnity Insurance Policy

Occupations: Horse Riding/Volunteer Club Work/Association Board
Covered: Committee Participation/Non Professional advisory including coaches

Special Extensions

- 1) Member to Member Liability –Indemnifies a paid up member against claims in respect of bodily injury to another member or damage to property belonging to or in the control of another member.
- 2) Personal Liability – Indemnifies members attending club activities for Personal Liability arising out of or in connection with the use or ownership of a horse for private, social and/or pleasure purposes provided they are not involved in any activities listed in specific exclusions.

Cover includes Personal Liability for non HRCVA members who are helping at functions as unpaid volunteers.

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- 3) Property Owners Liability – Indemnifies owners of land or property whilst such land or property is being used by or is under the control of a club for official H.R.C.A.V. activities.
- 4) Agistment Activities – Indemnifies clubs in respect of members horses whilst under the clubs legal care, custody and control – limit \$20,000 CCC.
- 5) Products Liability – Cover in respect of goods that may be manufactured and/or sold e.g. souvenirs, riding equipment, food and drink.
- 6) Professional Indemnity – Indemnifies the H.R.C.A.V. clubs and members, any employee or director and any person/persons acting for, or on behalf of the H.R.C.A.V. or affiliated clubs against all sums for which they become legally liable to pay as damages and claimants costs and expenses as a result of a claim first made during the policy period arising out negligence of association/members. Professional Indemnity cover for coaches, (non professional) acting with permission of the club for tuition and coaching of HRCVAV members.

Special Conditions

- 1) All riders must sign Disclaimers.
- 2) All riders must wear helmets/hard hats.
- 3) All riders must wear properly heeled shoes.

Never admit liability for any claim or incident that may give rise to a claim.

- Exclusions:
- Professional Agistment Activities
 - Care Custody & Control in relation to Third Party horses on agistment.
 - Veterinarian Professional Indemnity
 - Professional Coaching/Tuition
 - Damage to Property owned by the Insured
 - Non-agreed HRCVAV activities/disciplines such as:-
Hunting, Polocrosse, Bush Racing, Rodeo activities, Harness Racing, Endurance Riding, Racing of any type, Polo, Parelli Natural Horsemanship, Campdrafting

What and who does the policy cover?

This policy covers legal liability arising from your club, members, officials, property owners, work experience students, directors, partners, employees and voluntary workers alleged negligent acts resulting in bodily injury (including death) to, or damage to property of, third parties.

Legal Liability means that if a judgement is, or could be made against your club by an Australian Court of Law, then the policy will pay up to the limit of indemnity of the policy.

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What and who does the policy cover cont.

Just because you feel you may or may not be liable does not necessarily mean that a Court of Law would agree. It is therefore essential that all situations that could give rise to a claim must be advised to Advantage Jonstan as soon as possible.

Includes cover for the following:

- Third party property owners (where you are using grounds not owned by you)
- Property owners (where you own your grounds)
- Goods in Care Custody or Control
- Products Liability including goods sold
- Fund raising and/or social activities
- Demonstrations, street parades, performances
- First aid treatment
- Participation (where a participant is injured)

When does the policy cover you?

The policy includes but is not limited to cover whilst you are conducting HRC AV sanctioned and/or authorized activities involving HRC AV disciplines.

- Competitions, events, displays, exhibitions and performances
- Training, practice sessions or official functions
- Travelling to and from any of the above
- Social or club days, administrative or fundraising activities

All other activities as approved by the HRC AV.

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IMPORTANT NOTES

Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance, and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter –

- that diminish the risk to be undertaken by the insurer;
- that are common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Examples of information which is relevant to insurers are:-

- (i) past claims experience;
- (ii) a cancellation of a previous insurance policy or refusal by an insurer to renew a policy previously held by you;
- (iii) any unusual features of the subject matter of the insurance which might increase the likelihood of a claim under the policy.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact our office.

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from the beginning.

Utmost Good Faith

Insurance contracts have always been subject to the doctrine of Utmost Good Faith and the Insurance Contracts Act re-states the doctrine, which is now statutorily imposed on both the insured and insurer by means of an applied term in the contract, and applies in respect of any matter arising under or in relation to the contract. The duty cannot be restricted or limited in any way, apart from those matters listed above under The Duty of Disclosure.

Neither the insurer nor the insured can act upon a provision on the policy, if, in so doing, they would not be acting with the Utmost Good Faith. The effect of this duty now permeates every facet of insurance activity. Any action or inaction which could in any way adversely affect the other party would not be acting in the Utmost Good faith.

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Reading of Policy Wording

A full copy of the policy is available for viewing at the HRCVA office or on their website.

Please read this document and advise, in writing, if any queries or aspects of cover requiring clarification.

No cover is provided in respect to any events that occurred prior to commencement of the policy contract.

Claims

If you have any queries regarding claims, please contact the office of our Insurance Broker – BJS Insurance Brokers (Southern) Pty Ltd. Contact Ian Dowsing, phone 03 9781 3622, email ian.dowsing@bjsinsurancegroup.com.au.

A claim form is required to be completed for each claim. Any correspondence received from a Third Party intending to make a claim must be forwarded to the office of our Insurance Broker, BJS Insurance Brokers as soon as possible.

Do not make any admission of liability.

General Advice Warning

This information may be regarded as general advice. That is, your personal objectives, needs or financial situations were not taken into account when preparing this information.

Accordingly, you should consider the appropriateness of any general advice we have given you, having regard to your own objectives, financial situation and needs before acting on it. Where the information relates to a particular financial product, you should obtain and consider the relevant product disclosure statement before making any decision to purchase that financial product.

Contact Details

For further assistance please contact:-

BJS Insurance Brokers (Southern) Pty Ltd

Phone: 03 9781 3622

Fax: 03 9781 3423

Email: colette.hicks@bjsinsurancegroup.com.au

Contact: Rod Luxford rod.luxford@bjsinsurancegroup.com.au – Manager
Colette Hicks colette.hicks@bjsinsurancegroup.com.au - Enquiries
Ian Dowsing ian.dowsing@bjsinsurancegroup.com.au - Claims