



## HORSE RIDING CLUBS ASSOCIATION OF VICTORIA INC

### SUMMARY OF COVER

#### PERSONAL ACCIDENT INSURANCE

<b>Name of Insured:</b>	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
<b>Insured:</b>	Financial Members of the Horse Riding Clubs Association of Victoria (known as HRCAV)
<b>Policy Class:</b>	Personal Accident Insurance Group Annual Policy – Members and Clubs
<b>Period:</b>	31 October 2009 to 31 October 2010 at 4pm
<b>Geographic Limit:</b>	Within Australia – Principally in Victoria. Cover for outside Australia to be agreed by underwriter before cover applies

#### COVER BENEFITS:

**A) Adults and Independent Children  
(16-75 year olds)**

**NOTE:** Persons over 65 years of age Events 2 is replaced with cover for Permanent Paraplegia or Quadriplegia

- Death by Accident: \$50,000
- Capital Benefit: As per scale attached
- Weekly Benefit: \$500
- Temporary Disablement Period  
Accident Only: 52 Weeks

**B) School Children (over 5 years old)  
Dependent Children, Non-Income Earners**

- Death by Accident: \$10,000
- Capital Benefit: As per scale attached
- Weekly Benefit –  
Temporary Disablement: \$200
- Period (Accident Only) 52 weeks

#### DEDUCTIBLE:

Coverage - Section 2 – Weekly Benefit: 14 Days

Same deductible applies to Home Tutorial & Emergency Home Help cover extensions



**ADDITIONAL BENEFITS:**

**1) Non-Medicare Medical Expenses**

If you suffer any injury covered by this policy you also have cover for any Non-Medicare Medical Expenses up to a maximum of **\$2,500**.

An excess of \$100 applies to each claim.

These expenses must be incurred within (12) twelve months of this injury and paid to a legally qualified medical practitioner, nurse, hospital or ambulance services for the following treatments:

Medical, Surgical, Physio, Chiropractic, X-Ray, Osteopathic and hospitalisation and dental (excluding dentures/false teeth)

Expenses which are excluded:-

- Dental treatment, unless such treatment is required to teeth other than dentures, and is caused by the injury.
- Medicare contributions
- Private Health Insurance contributions

Where any part of the medical expense is claimable through Medicare you are unable to claim the gap cover under this policy.

If you hold Private Health Insurance it is mandatory that all expenses be claimed under this cover first and then you will be entitled to claim any difference under this policy up to the sum insured allowed.

**2) Funeral Expenses**

Where an Insured Person suffers death as a result of Accidental Bodily Injury there is reimbursement of reasonable expenses incurred for burial or cremation or the cost of returning the insured persons body or ashes to their hometown – maximum \$5,000. This benefit applies to persons over 70 years of age.

**3) Out of Pocket Expenses**

This policy covers reasonable out of pocket expenses incurred as a result of accidental bodily injury and are payable upon receipt of original receipt/documents up to a maximum of \$1,000. Excess per claim \$50.

**4) Bed Care Benefit**

Should an Insured Person be confined to hospital (excluding old age homes, mental hospitals, drug and rehabilitation hospitals, clinics and the like) as a Bed Care Patient (as defined) due to an accidental bodily injury we will pay the amount stated in the schedule provided that such hospital confinement is certified as necessary by a legally qualified medical practitioner and shall be under continuous care of a registered nurse.

The compensation payable for Bed Care Coverage shall be limited to \$200 per week payable for an aggregate period of 10 weeks.

**Definition:** Bed Care Patient means the Insured Person is necessarily confined to bed (such confinement commencing during a Period of Insurance) for a continuous period of not less than 24 hours.



**ADDITIONAL BENEFITS – NON-INCOME EARNERS:**

(Replaces Weekly Benefit Entitlement)

**1) Home Tutorial Benefit (Full Time Students)**

If you are a student and suffer an injury and are unable to attend classes, as certified by a legally qualified medical practitioner, the insurer will pay for the costs incurred for home tutorial up to \$200 per week payable for a maximum of 26 weeks provided such fees are:

- Paid to a professional qualified tutor who continues teaching you during the period of disability.

**2) Emergency Home Help**

If you suffer an injury and are unable to carry out your domestic duties the insurer will pay the cost of hiring domestic help and/or child minding services up to \$200 per week payable for a maximum period of 26 weeks.

Cover is on proviso that the domestic help and child minding services are:

- Carried out by persons other than members of the Insured's family or any other relatives or persons permanently living with the member
- Certified by legally qualified medical practitioner as being necessary for the recovery of the member

**COVER CONDITIONS:**

**A) RIDING MEMBERS**

Riding members including riding, mounting, dismounting or leading a horse whilst:

- At home club or any other HRCAV club
- Practicing (for HRCAV events), engaging in tuition or coaching, schools or clinics
- Attending any social functions arranged by home club or HRCAV affiliated Club or Association. Includes attending any HRCAV events whether riding or not.
- Direct travel to and from functions

**NOTE:** Activities associated with training, practicing, instruction/teaching in conjunction with future HRCAV activities are included in the cover.

**B) NON-RIDING MEMBERS**

Financial non riding members whilst:

- Attending any club function or HRCAV meeting or function
- Performing any non paid duties of a club
- Direct travel to and from the above

**C) NEW MEMBERS**

Cover includes automatic coverage for new members upon payment of fees to Club Secretary/Treasurer or clubs joining during the year.

Premium adjustable to expiry renewal date by declaration.



**EXCLUSIONS:**

- Employees of the Association where cover is available under Workers Compensation or Statute at Law
- Intentional self injury/suicide
- Illness/Sickness
- Professional competitive riding
- Members who are Professional Horse Riders (full time)
- First 14 days temporary disablement
- If cover is available/compulsory with another Association
- HRCNAV excluded activities/disciplines: -  
Hunting, polocrosse, bush racing, rodeo activities, harness racing, endurance racing, racing of any type, polo, Parelli natural horsemanship, camp drafting
- Members not wearing a helmet at time of accident. Helmets must be worn at all times.

**Category of Member:**

**Defined As:**

- Category A: All Adults and Independent Children aged between sixteen to seventy five years of age
- Category B: All School Children over five years of age, Dependant Children and Non Income Earners of the Insured up to the age of 18 years

**COVER BENEFITS:**

As per Schedule Attached - Table of Events

**TABLE OF EVENTS**

**COVERAGE SECTION 1 – CAPITAL BENEFITS**

<b>THE EVENTS</b>	<b>THE BENEFIT AMOUNT</b> (Each Insured Person) Being a percentage of the Personal Injury Sum Insured stated in the Schedule of Sums Insured.
Accidental Bodily Injury resulting in:	
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all limbs	100%
4. Permanent Total loss of sight of both eyes	100%
5. Permanent Total loss of sight of one eye	100%
6. Permanent Total loss of use of two limbs	100%
7. Permanent Total loss of use of one limb	100%
8. Permanent and incurable insanity	100%
9. Permanent Total loss of hearing of	
(a) both ears	80%
(b) one ear	20%
10. Permanent Total loss of use of four fingers and thumb of either hand	80%
11. Permanent Total loss of the lens of one eye	60%
12. Permanent Total loss of use of Fingers of either hand	50%
13. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
14. Permanent Total loss of use of one thumb of either hand	
(a) both joints	30%



	(b) one joint	15%
15.	Permanent Total loss of use of fingers of either hand	
	(a) three joints	10%
	(b) two joints	7.5%
	(c) one joint	5%
16.	Permanent Total loss of use of Toes of either foot	
	(a) all – one foot	15%
	(b) great – both joints	5%
	(c) great – one joint	3%
	(d) other than great – each toe	1%
17.	Fractured leg or patella with established non-union	10%
18.	Shortening of leg by at least 5cm	7.5%
19.	Permanent Total Disablement not otherwise provided for under Insured Events 9 to 18 inclusive	Such percentage of the Sum Insured as We shall in Our Absolute discretion determine And being in Our opinion not Inconsistent with the Compensations provided under Insured Events 9 to 18 Inclusive. The maximum amount Payable is \$50,000.
20.	Temporary Total Disablement caused directly and Solely by Injury	During such Disablement, the Weekly compensation as Specified or 85% of Your Salary As defined whichever is the lesser.
21.	Temporary Partial Disablement caused directly and solely by Injury	40% of the amount payable for Insured Event 20.
22.	Broken Bone Benefits caused directly and solely by Injury	
	(a) Neck or spine (full break)	\$ 2,000
	(b) Hip, pelvis	\$ 500
	(c) Skull, shoulder blade	\$ 200
	(d) Collar bone, upper leg	\$ 200
	(e) Upper arm, kneecap, forearm, elbow	\$ 150
	(f) Lower leg, jaw, wrist, cheek, ankle, hand, foot	\$ 100
	(g) Ribs	\$ 100
	(h) Finger, thumb, toe	\$ 50
	Maximum compensation any one accident	\$ 2,000

**IMPORTANT NOTICES**

**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.

#### **Reading of Policy Wording**

A full copy of the policy is available for viewing at the HRCAV 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: Rachael Jones

Phone: (03) 9781 3622

Email: rachael.jones@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

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