



Clubs' Insurance

Horse Riding Clubs Association of Victoria Inc.
31 October 2020 - 31 October 2021

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.

PUBLIC AND PRODUCTS LIABILITY

WHAT ARE YOU COVERED FOR?

Who?	What?	When?
The Clubs, Committee Members, Judges, Trainers, Officials and Administrators,	<p>Your legal liability to compensation to third parties for bodily injury or property damage.</p> <ul style="list-style-type: none"> Limit of Liability - \$20,000,000 Excess - \$1,000 of each & every Occurrence. <p>Territorial Limits: Anywhere in Australia</p>	<p>Whilst acting on behalf of HRCAV or an HRCAV Affiliated Club, at HRCAV or HRCAV Affiliated Club's approved events and activities.</p> <p>Including direct uninterrupted travel to and from such club activities.</p>
Coaches	<p>Your legal liability to compensation to third parties for bodily injury or property damage.</p> <ul style="list-style-type: none"> Limit of Liability - \$20,000,000 Excess - \$1,000 of each & every Occurrence. <p>Territorial Limits: Anywhere in Australia</p>	<p>Whilst engaged in coaching by HRCAV, at HRCAV or HRCAV Affiliated Club's approved events and activities.</p>
Voluntary Workers	<p>Your legal liability to compensation to third parties for bodily injury or property damage.</p> <ul style="list-style-type: none"> Limit of Liability - \$20,000,000 Excess - \$1,000 of each & every Occurrence. <p>Territorial Limits: Anywhere in Australia</p>	<p>Whilst acting on behalf of, or whilst you are engaged in voluntary work as a voluntary helper, at HRCAV or HRCAV Affiliated Club's approved events and activities.</p> <p>Including direct uninterrupted travel to and from such club activities.</p>

Extensions

Extension	Sub-limits or Excesses
Leased or Rented Premises	
Member Clubs are covered against liability for loss of or damage to premises (or fixtures or fittings) leased or rented to you, subject to policy terms and conditions.	As per policy limits
Errors & Omissions	
Your legal liability to pay compensation in respect of a Claim for Financial Loss solely and directly attributable to any negligent act, error or omission.	Limit of Liability - \$1,000,000 Excess - \$1,000 of each & every Occurrence.
Abuse	
Your legal liability to pay compensation in respect of Sexual Abuse committed by a representative, member, Worker, volunteer or service provider.	Limit of Liability - \$10,000,000 Excess - \$10,000 of each & every Occurrence.
Property in Your Care Custody or Control	
You are covered for your liability in respect of Property Damage to employees' or visitors' property; any premises including contents not being leased or rented to you, and property (other than buildings) belonging to third parties which is in your Care Custody or Control.	Limit of Liability - \$500,000 Excess - \$1,000 of each & every Occurrence.
Landowners' Indemnity	
The policy extends to cover any landowner whose land is used, hired, or passed over by the Member Club providing the use of the land is for the purposes of running a sanctioned Member Club or HRCVA event or activity only, subject to policy terms and conditions.	As per policy limits



Contractual Liability and Indemnity to Principal	
Coverage under this policy extend to: a. indemnify the Member Club against liability assumed by the Member Club; and b. indemnify the Principal (the third party whom which you have entered into the contract with) in the same manner as the Member Club in respect of the Principal's liability arising out of the actions of the Member Club.	As per policy limits

WHAT ARE YOU NOT COVERED FOR?

1. Bodily Injury or Property Damage caused by or arising from Harness, Racing, Hunting, Polo, Polocrosse, Rodeo, Campdrafting, Endurance Riding and Parelli Natural Horsemanship, and any other activities not approved by HRCVA.
2. Member Clubs are not covered to provide agistment, other than when directly associated with a particular event where the horses stay on the grounds for the purpose of attending that event only.
3. No cover is provided for Coaches coaching outside of Member Club or HRCVA events and activities.
4. Cover for Veterinary Professional Indemnity and Malpractice is excluded.
5. As per all other Exclusions as detailed in the Policy Wording.

WHAT ARE YOUR RESPONSIBILITIES?

If an incident occurs which results in any of the following, you must notify Gow-Gates immediately, whether or not a claim is made against you:

1. A Third Party sustains a bodily injury
2. A Third Party sustains property damage
3. A Third Party's horse dies or is injured

It is your responsibility to notify Gow-Gates of an incident which may give rise to a claim in the future, regardless of your perceived severity of it at the time. You must cooperate with insurers and their legal team at all times.

If an incident occurs at a club event, then ensure an incident report form is completed in line with HRCVA's rules and regulations. Please note, the Incident Report must be completed by an appropriate person on behalf of the Member Club, and NOT the injured party / damaged property owner.

Obtain contact details of witnesses and advise Gow-Gates immediately. If insurers feel that statements need to be documented, we will contact you.

Failure to notify insurers immediately will compromise their position in the event of a claim.



MANAGEMENT LIABILITY

WHO IS COVERED?

Any past, present, or future director, secretary, officer, trustee, employee (whether salaried or not), committee member of the HRCAV or Affiliated Club, or any other natural person acting on behalf of the HRCAV or Affiliated Club at the direction of an officer or board of directors or committee of management of the Insured.

WHAT ARE YOUR CLUBS COVERED FOR?

Policy Limit: **Combined Limit - \$20,000,000**

Coverage Parts:	Included	Excesses
Part 1 Directors & Officers Liability / Company Reimbursement	Included	NIL
Part 2 Employment Practices Liability	Included	\$20,000
Part 3 Statutory Liability (Sub-limited as per Policy Wording	Included	\$20,000
Part 4 Company Liability	Included	\$10,000

Automatic Extensions: As per the Policy Schedule and Wording	Excesses
Copyright Defence Costs	\$5,000
Crime Loss	\$10,000
Tax Audit Costs	\$1,000
Cyber Cover Extension	Not Applicable

Retroactive Date: Unlimited

Territorial Limits: Anywhere in Australia

ENDORSEMENTS

This Policy is subject to the following endorsements, detail of which are set out at the end of this Schedule.

1. MOLESTATION EXCLUSION
2. CHANGE OF INSURER ENDORSEMENT
3. SEGREGATION OF DUTIES (\$500K)
4. PRESERVED LIMIT FOR NON-EXECS
5. POLICY LIMIT AMENDMENTS
6. INSURED VERSUS INSURED
7. EXCLUDED ACTIVITIES
8. SPECIFIC MATTERS – INSOLVENCY
9. YOU, YOUR, YOUR COMPANY
10. INADEQUATE INSURANCE EXCLUSION
11. CANCELLING THE POLICY
12. PANDEMIC EXCLUSION



DEFINITIONS OF AFFILIATED CLUBS, BRANCHES & ASSOCIATIONS

With respect to this Policy, Affiliated Clubs, Branches & Associations means any registered incorporated association where such associations:

- a. Has paid in full the annual membership levy; and
 - b. Has paid in full the annual insurance levy;
- to The Horse Riding Clubs Association of Victoria Inc.

WHEN ARE YOU NOT COVERED?

- Asbestos
- Claims arising out of Bodily Injury or Property Damage
- Punitive, exemplary or aggravated damages
- Claims of which it is illegal to insure or indemnify.
- Franchise Liability
- Fraudulent and dishonest conduct
- Insolvency.
- Known claims and circumstances
- Personal profit
- Pollution
- Professional Services
- Claims in respect of incidents occurring prior to the Retroactive Date specified in the Schedule
- Securities
- War, Terrorism, Radioactivity

WHAT ARE YOUR RESPONSIBILITIES?

Please note the Management Liability is issued on a 'claims made' basis.

This means that the policy covers you for claims, which are made against you and notified in writing to the Insurer during the Period of Insurance, irrespective of the date when the cause of action may have occurred, providing it occurred after the retroactive date.

The Policy will not respond to:

- i. Events or circumstances that occurred prior to the retroactive date, stated in the policy Schedule;
- ii. Claims or circumstances known or notified prior to inception of the policy;
- iii. Claims or circumstances notified after expiry of the policy irrespective of the date of the occurrence involved

Where you become aware of facts or circumstance that may give rise to a claim against you it is imperative that you give notice in writing as soon as reasonably practicable and before expiry of the period of cover.

It is your responsibility to notify Gow-Gates of an incident which may give rise to a claim in the future, regardless of the perceived severity of it at the time. You must cooperate with insurers and their legal team at all times. Full details of the Claim (including any Write, Summons or other legal document) shall be provided with the notice, which must be forwarded to Gow-Gates.

PERSONAL ACCIDENT

Benefits available for bodily injuries sustained in an accident when actively engaged in personal equestrian-related activities.

WHEN ARE YOU COVERED?

Committee Members, Judges, Trainers, Officials, and Administrators.	Coaches	Voluntary Workers
Whilst acting on behalf of HRCav or an HRCav Affiliated Club, at HRCav or HRCav Affiliated Club's approved events and activities. including direct uninterrupted travel to and from such club activities.	Whilst engaged in coaching by HRCav, at HRCav or HRCav Affiliated Club's approved events and activities.	Whilst acting on behalf of, or whilst you are engaged in voluntary work as a voluntary helper, at HRCav or HRCav Affiliated Club's approved events and activities. including direct uninterrupted travel to and from such club activities.

WHAT ARE YOU NOT COVERED FOR?

1. Bodily Injury or Property Damage caused by or arising from Harness, Racing, Hunting, Polo, Polocrosse, Rodeo, Campdrafting, Endurance Riding or Parelli Natural Horsemanship, and any other activities not approved by HRCav.
2. Incidents occurring when you are involved in income-earning equestrian activities.
3. When you are involved in an activity which is not related to the training for and / or participation in Member Clubs', HRCav, events and activities.
4. No expenses claimable under Medicare are covered by this insurance, including the Medicare gap. Please check with your GP / hospital / surgeon what this means before committing to treatment.
5. No cover is provided for any Injury which is attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications or emergencies arising from an Injury).
6. No cover is provided for Insured Event "Permanent Total Disablement" for Insured Persons who have reached the age of 75. Please ensure you advise the HRCav well before your birthday so that they can seek approval to continue cover from insurers.
7. Insured Events which occur more than three hundred and sixty-five (365) days after the date of the injury.
8. As per all other Exclusions as detailed in the Policy Wording.



WHAT ARE YOU COVERED FOR?

Schedule of Benefits

	Benefit	Income / Expense Limitation	Excess	Deferral Period	Benefit Period
Death and Capital Benefits	\$ 50,000				
Weekly Injury Benefit	\$ 500	85%		14 Days	52 Weeks
Insured Persons aged 60 - 64	\$ 500	85%		14 Days	52 Weeks
Insured Persons aged 65 - 69	\$ 500	85%		14 Days	26 Weeks
Insured Persons aged 70 - 74	\$ 500	85%		14 Days	26 Weeks
Insured Persons aged 75 - 79					Nil
Broken / Fractured Bones Benefits	\$ 2,000				
Non-Medicare Medical Expenses	\$ 2,500	85%	\$100		
Expense Limitation					
Excess					
Domestic Help Benefit	\$ 200	85%		7 Days	26 Weeks
Student Tutorial Benefit	\$ 200	85%		7 Days	26 Weeks
Bed Care Benefit	\$ 200	\$28.57 / day		7 Days	7 Days
Funeral Expenses Benefit	\$ 5,000	100%			
Out of Pocket Expenses Benefit	\$ 1,000	100%	\$50		13 Weeks
Family Accommodation and Transport Expenses Benefit	\$ 1,000	\$25.00 / day		40 Days	Nil

If there is no amount shown against any one or more of the above Sections, no cover is provided in respect of them.



Death and Capital Benefits

Extent of Cover

If you sustain an Injury which results in any of the following Insured Events which are not otherwise excluded in this Benefit, insurers will pay the Compensation in accordance with the terms set out in this Benefit providing the Injury falls within the terms and conditions of the policy.

Insured Events	Percentage of Benefit Payable
■ Death	100%
■ Permanent Total Disablement	100%
■ Paraplegia/Quadriplegia	100%
■ Permanent and incurable paralysis of all limbs	100%
■ Permanent and incurable insanity	100%
■ Permanent total loss of sight in:	
Both eyes	100%
One (1) eye	100%
■ Permanent total Loss of Use of:	
Two (2) limbs	100%
One (1) limb	100%
■ Permanent total Loss of Use of:	
The lens in both eyes	100%
Hearing in both ears	100%
■ Permanent total Loss of Use four fingers and thumb of either hand	80%
■ Permanent total Loss of Use of four fingers of either hand	50%
■ Permanent total Loss of Use of:	
The lens in one (1) eye	60%
Hearing in one (1) ear	20%
■ Burns:	



Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
Second degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	25%
<ul style="list-style-type: none"> ▪ Permanent total Loss of Use of one thumb of either hand: 	
Both joints	30%
One (1) joint	15%
<ul style="list-style-type: none"> ▪ Permanent total Loss of Use of fingers of either hand: 	
Three (3) joints	10%
Two (2) joints	8%
One (1) joint	5%
<ul style="list-style-type: none"> ▪ Permanent total Loss of Use of toes of either foot: 	
All – one (1) foot	15%
Great - both joints	5%
Great – one (1) joint	3%
Other than great, each toe	1%
▪ Fractured leg or patella with established non-union	10%
▪ Shortening of leg by at least 5cm	7.5%

Refer to the Policy Wording for the full Schedule of Benefits.

Conditions of the policy – YOUR RESPONSIBILITIES

1. The Insured Event must occur within three hundred and sixty-five (365) consecutive days of the date of the Injury.
2. Compensation shall not be payable for more than one of the Insured Events in respect of the same Injury. If two (2) or more Insured Events have occurred, the Insured Event with the highest Compensation will be payable.
3. Compensation shall not be payable unless you shall, as soon as possible after the happening of any Injury, seek and follow proper medical advice from a Medical Practitioner.
4. The maximum amount payable for a Dependent Child is ten (10%) percent of the Compensation stated unless otherwise specified.
5. The maximum amount payable for this Benefit in any one Period of Insurance for any one Insured Person is the amount shown in the Policy Schedule against “Death and Capital Benefits”.



Evidencing your claim

Written proof of loss is required for insurers to consider any claim under the policy. This includes ensuring they receive copies of all relevant documentation, including, at your expense, certificates, receipts, proof of earnings and any other information or evidence that they may require, in the format we require.

How to claim

In the first instance please contact Gow-Gates Insurance and we can send you a Claim Form.

Email: equine@gowgates.com.au

Phone: 02 8267 9999

Gow-Gates will validate your membership status with HRCav.

General Responsibilities for Clubs

Ensure you have adequate insurance

It is a responsibility of all Clubs to ensure that you are adequately insured. The insurance policies provided by HRCav are a member benefit and are not designed to provide every individual with Comprehensive Cover for their own personal circumstances.

Additional Cover may be required in addition to the Club Insurance. Examples of additional insurances include:

- Liability Insurance to run activities at the Club not covered under the HRCav insurance (for example, agistment or ground hire)
- Property insurance – Equipment, Club Houses, Motor Vehicles etc.
- Voluntary Workers' Personal Accident for activities not endorsed or sanctioned by the HRCav.

If top-up insurance is required, please contact Gow-Gates.

