



Clubs' Insurance

Horse Riding Clubs Association of Victoria Inc.

31st October 2023 – 31st October 2024



HRCav

HORSE RIDING CLUBS ASSOCIATION OF VICTORIA INC.

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 - \$2,500 of each & every Occurrence. <p>Territorial Limits: Anywhere in Australia</p>	<p>Whilst acting on behalf of HRCVA or an HRCVA Affiliated Club, at HRCVA or HRCVA 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 - \$2,500 of each & every Occurrence. <p>Territorial Limits: Anywhere in Australia</p>	<p>Whilst engaged in coaching by HRCVA, at HRCVA or HRCVA 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 - \$2,500 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 HRCVA or HRCVA 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
<u>Leased or Rented Premises</u>	
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
<u>Errors & Omissions</u>	
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 - \$2,500 of each & every Occurrence.
<u>Abuse</u>	
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.
<u>Property in Your Care Custody or Control</u>	
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 - \$2,500 of each & every Occurrence.
<u>Landowners' Indemnity</u>	
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
<u>Contractual Liability and Indemnity to Principal</u>	
<p>Coverage under this policy extend to:</p> <ul style="list-style-type: none"> 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 HRC AV.
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 HRC AV 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 HRC AV'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.

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 HRCVA or an HRCVA Affiliated Club, at HRCVA or HRCVA Affiliated Club's approved events and activities. including direct uninterrupted travel to and from such club activities.	Whilst engaged in coaching by HRCVA, at HRCVA or HRCVA 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 HRCVA or HRCVA 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 HRCVA.
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 HRCVA endorsed 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 HRCVA 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?

(Full list of benefits should be referred to in the Policy Schedule and Wording)

Schedule of Benefits

	Benefit	Income/ Expense Limitation	Excess	Deferral Period	Benefit Period
Death and Capital Benefits	\$50,000 (Insured Persons aged 75-79 = \$10,000)				
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 Insured Persons aged 75 and over - Nil				
Non-Medicare Medical Expenses (Insured Persons aged up to 74 years)	\$2,500	85%	\$100		
Non-Medicare Medical Expenses (Insured Persons aged 75-79)	\$1,000	85%	\$100		
Domestic Help Benefit	\$200	85%		7 Days	26 Weeks
Student Tutorial Benefit	\$200	85%		7 Days	26 Weeks
Bed Care Benefit	\$2,000	\$28.75/day		7 Days	70 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				

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%
<ul style="list-style-type: none"> ■ Fractured leg or patella with established non-union 	10%
<ul style="list-style-type: none"> ■ 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 HRCVA.

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 HRCVA 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 HRCVA 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 HRCVA.

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