



## Members

These notes have been produced to give riding members in Victoria & Northern Territory a summary of the various policies provided under the Pony Club Australia Incorporated's Insurance Package as part of their membership to a pony club affiliated with one of the following state branches:

Pony Club Association of Victoria Inc  
 Pony Club Association of Northern Territory Inc

This summary does not incorporate all the terms and conditions of the policies.

The Master Policies and Product Disclosure Statements held at the Association's Office are available for further reference and take precedent over anything contained in these notes. On request, PCA will provide you with a complementary copy of the Master Policy.

Cover has been structured based on the Pony Club Australia's risk management procedures, rules and regulations and members code of conduct. Anyone acting outside these guidelines may prejudice their entitlement under the policy or be left uninsured.

Where you are involved in income earning commercial/business related equestrian activities, separate or additional coverage may be required.

The cover afforded under the Master Policies commences on 30 June 2012 and terminates on 30 June 2013. Where insurance cover will not apply for this period, or is (or is likely to be) cancelled or not renewed, Pony Club Australia undertakes to notify you of these occurrences by announcement on the webpage and/or newsletters. You may, at any time, check the currency of this Policy by contact our broker, Aon Risk Solutions ABN 17 000 434 720 AFSL 241141 on 1800 806 493.

### PUBLIC & PRODUCTS LIABILITY INSURANCE

#### What and who does the policy cover ?

This policy covers current financial riding members if you/they are held liable for causing bodily injury or property damage to a third party whilst engaged in recreational non-income earning equestrian activities twenty-four (24) hours a day, seven (7) days a week including when attending authorised and/or sanctioned pony club activities of Pony Club Australia Inc.

Members are covered at all times whilst involved in equine-related activities including:

- ✓ Practicing
- ✓ Training days
- ✓ Schools or clinics
- ✓ Competitions
- ✓ Lunging
- ✓ Pleasure Riding

Cover is also provided when you are:

- Being instructed by a Pony Club NCAS Level 1 Coach
- Participating in events run by
  - Show Horse Council of Australasia Inc (including all state Constituents)
  - The Arabian Horse Society of Australia Ltd (excluding affiliated clubs)
  - Australian Endurance Riders Association (including all state branches)

Cover is NOT provided:

- ✗ When you are being paid to ride
- ✗ When you are earning an income from an equine related activity (i.e. Horse Trainer / Agistment / Track rider)
- ✗ To day attendees or visitors (refer club package)
- ✗ Where cover is provided by any other policy i.e. Home insurance policy or similar
- ✗ Where you are required to effect a separate cover
- ✗ Where you are required to contribute to day or temporary insurance/membership elsewhere
- ✗ To property owners
- ✗ For damage to property owned by you

If an incident were to occur you may feel morally liable, but this does not necessarily mean that, in a Court of Law, you would be legally liable. It is therefore essential that all incidents that could give rise to a claim are reported to Aon as soon as possible.

The cover provided has been structured based on Pony Club Australia's activities, risk management procedures, rules and regulations. Anyone acting outside these guidelines may prejudice their entitlement under the policy and be left uninsured.

Recognised pony club activities include, but are not limited to:

Rallies	Mounted Games
Gymkhanas	International Competitions
Club social trail rides	One Day Events
Training Days	Meetings & AGM's
Dressage	Showjumping
Eventing	Tent Pegging
Polocrosse	Orienteering
Campdrafting	Vaulting
Cross Country	Sporting Events

### What is the Sum Insured ?

General Liability – \$20,000,000	in respect of any one occurrence or series of occurrences arising out of one event.
Excess –	\$2,500 each and every claim inclusive of costs
Insurer –	Certain underwriters at Lloyds

### What do I do in the event of an accident?

#### "DO NOT UNDER ANY CIRCUMSTANCE ADMIT LIABILITY"

If you do then your insurer could void the policy on the basis that their legal defence has been jeopardised because liability was incorrectly admitted.

- All reasonable steps should be taken following an accident or loss to protect the person or property from any further injury.
- No correspondence should be entered into with a third party except acknowledgement of receipt of the claim.
- Contact Aon to obtain incident report form
- Complete and return together with originals of all correspondence received from a third party.

Email: au.equestrian@aon.com  
Freecall: 1800 806 493

### PERSONAL ACCIDENT INSURANCE

#### What does the Policy cover?

This policy provides cover for current financial Riding Members of the Pony Club for personal injuries sustained twenty four (24) hours a day seven (7) days a week whilst engaged in recreational non income earning equestrian activities .

A Senior Member is aged between 18 and 80 years of age at the time of membership renewal or the date of joining.

A Junior Member is aged between 0 years and under 18 years of age.

Members are covered at all times whilst involved in recreational non-income earning equestrian related activities including:

- Practicing anywhere
- Training Days
- Schools or clinics
- Sporting competitions
- Whilst preparing horse for competition at home
- Lunging
- Pleasure Riding

Cover is also provided to Riding Members whilst receiving registered external instruction from an accredited NCAS Level 1 Pony Club Coach.

Cover is **NOT** provided when you are:

- ✗ Traveling to and from such activities
- ✗ Being paid to ride
- ✗ Earning an income from the equestrian activity

The policy does not extend to include any other membership categories.

These notes provide a summary of the various policies for information purposes only. These policies are at all times subject to the Terms and Conditions of the Master Policies.

### Benefits

Senior Members	
	<b>Death &amp; Capital Benefits</b>
Income Earners	Up to a maximum of \$50,000
Non-Income Earners	Up to a maximum of \$50,000
	<b>Weekly Benefits -Injury (Temporary Total Disablement)</b>
Income Earners	85% of earnings up to \$500 per week payable up to 104 weeks from the date of injury unless otherwise stated and subject to a 7 day excess unless otherwise stated.
Non-Income Earners	Not available to non-income earners. Other Benefits applicable as shown.

Junior Members	
	<b>Death &amp; Capital Benefits</b>
Income Earners	Up to a maximum of \$10,000
Non-Income Earners	Up to a maximum of \$10,000
	<b>Weekly Benefits -Injury (Temporary Total Disablement)</b>
Income Earners	Nil – not available to income earners.
Non-Income Earners	Not available to non-income earners. Other Benefits applicable as shown.

The policy is underwritten by Accident & Health International Pty Ltd.

#### Additional Benefits

Applicable to all Riding Members

#### Non Medicare Medical Expenses

If a registered volunteer suffers from an injury we will pay 100% of the Non-Medicare Medical Expenses incurred up to a maximum of \$5,000. Excess \$50 each and every claim.

Non-Medicare Medical Expenses means

- (a) expenses incurred within twelve (12) months of sustaining an injury and payable for a maximum of twelve (12) months of sustaining an injury
- (b) expenses paid by an Insured Person for Doctor, Physician, Surgeon, Nurse, Physiotherapist, Chiropractor, Osteopath, Hospital and/or Ambulance services for the following treatments: Medical, Surgical, X-ray, Chiropractic, Osteopathic, Physiotherapy, Hospitalisation, Nursing

But excludes dental treatment, unless such treatment is necessarily required to teeth other than dentures and is caused by the Injury referred to in (a) above and Services for which you are eligible to receive Medicare benefits. Conditions applying to Non-Medicare Medical Expenses

- Any benefit payable is less recovery made from any Private Health Insurance Fund.
- No benefit is payable in respect of the Medicare gap

#### Funeral Expenses

If an insured persons suffers an Accidental Death Section 1 Part A Death & Capital Benefits of this Policy is replaced by the expenses of burial or cremation OR the cost of returning the volunteers' body or ashes to their Country of residence up to a maximum of \$5,000.

**Home/Car Renovation**

If you are entitled to benefits under Event 2 we will pay the cost of Home and Car Renovation up to a maximum of \$2,500.

**Emergency Transport**

If you suffer an injury and require emergency transport or other mode of transport, where an ambulance would ordinarily be required, we will pay up to a maximum of \$2,000.

**Other Benefits**

Applicable to non-income earners only

If you are a non income earner the policy may entitle you to claim the following benefits.

**Student Tutorial Cost**

If you are a student and suffer an injury and you are unable to attend classes we will pay for the cost incurred for home tutorial up to \$500 per week payable from the 8<sup>th</sup> day of treatment for a maximum period of 26 weeks provided that such fees are carried out by persons other than members of the persons family or other relatives.

**Emergency Home Help Clause**

If you are retired, unemployed or not in receipt of a salary and suffer from an injury and unable to carry out domestic duties, we will pay for the cost of hiring domestic help and/or child minding services up to \$500 per week payable from the 8<sup>th</sup> day of treatment for a maximum period of 26 weeks.

Domestic Duties means the usual and ordinary domestic duties undertaken by someone as a homemaker and could include child-minding and home help services.

Child-minding services and domestic help must be carried out by persons other than members of the Insured Person's family or other relatives or persons permanently living with the Insured Person.

Child-minding services and domestic help is certified by a doctor as being necessary for the recovery of the insured person.

**Out of Pocket Expenses**

This policy covers reasonable out of pocket expenses incurred as a result of the injury up to a maximum of \$1,000 upon receipt of original receipts for such expenses. Physical damage to property is not an expense that is deemed to be directly attributable to the disablement and the ability to perform normal everyday activities.

The entitlements listed under Other Benefits are not available to income earners.

**What do I do in the event of a claim?**

Contact Aon Risk Solutions on 1800 806 493 to obtain a claim form.

If they are claiming for Weekly Benefits :

- A 7 day excess applies
- Proof of your earnings must be supplied
- Supporting medical certificates must be supplied

If they are claiming for Non-Medicare Medical Expenses:

- They must be **incurred within 12 months** of the date of your injury
- \$50 excess is applicable to each and every claim
- This policy **does not** cover any expenses claimable through Medicare including the gap.
- It is mandatory for you to submit expenses to your Private Health Insurance fund first then forward your providers Statement together with accounts.

Section 1 – Part A Death & Capital Benefits

THE EVENTS	THE BENEFIT
Injury resulting directly in the following Event(s), which occur within twelve (12) months of the date of the injury:	Being a percentage of the amount shown in the Schedule against Part A – Lump Sum Benefits for each insured person
1. Accidental Death	100%
2. Permanent Total Disablement (Where the Member is over 65 years of age this benefit is replaced by Paraplegia or Quadriplegia).	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one eye	100%
6. Loss of use of two Limbs	100%
7. Loss of use of one Limb	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:-	
(a) both ears	80%
(b) one ear	20%
10. Permanent Loss of use of four Fingers and Thumb of either Hand	80%
11. Permanent Loss of the lens of one eye	60%
12. Permanent Loss of use of four 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 Loss of use of one Thumb of either Hand:-	
(a) both joints	30%
(b) one joint	15%
15. Permanent Loss of use of Fingers of either Hand:-	
(a) three joints	10%
(b) two joints	7.5%
(c) one joint	5%
16. Permanent 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 5 cm	7.5%
19. Permanent Disability not otherwise provided for under Events 9 to 18 inclusive. (Available only to Members up to 65 years of age )	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.

Section 1 – Part B Weekly Benefit – Injury (income earners only)

20. Temporary Total Disablement	During such disablement, the Weekly Benefit shown on the Schedule against Part B Weekly Benefits – Injury, but not Exceeding the Salary of the Insured Person.
21. Temporary Partial Disablement	40% of the amount payable for Event 20.

## IMPORTANT NOTICES

### About this Policy

Pony Club Australia (PCA) does not act as the Insurer's agent and does not hold an Australian Financial Services License. PCA is not authorized to provide you with any insurance advice so if you require any information about this insurance, please contact our broker, Aon Risk Solutions on 1800 806 493 or email them at [au.equestrian@aon.com](mailto:au.equestrian@aon.com). Please note that Aon has arranged this Policy on behalf of PCA.

### 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 the 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 matters

- that diminish the risk to be undertaken by the insurer;
- that are of 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 are 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 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 its beginning.

### Record Retention policy

Aon Risk Services maintains a policy for retention of records. For details of this policy please refer to our website, [www.aon.com.au](http://www.aon.com.au)

### Complaints handling and feedback

Clients who are not fully satisfied with our services should contact our National Complaints Manager in Sydney. This firm also subscribes to the Financial Ombudsmen Service, a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from this office.

### 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 in 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 be not acting in the Utmost Good Faith.

### Essential Reading Of Policy Wording

A full copy of the policy is available for viewing at the Association's National Office. It is essential that you should read this document without delay and advise Aon Risk Solutions in writing of any aspects which are not clear or where the cover does not meet with your requirements.

### Events Occurring Prior To Commencement

Your attention is drawn to the fact that this policy does not provide indemnity in respect of events that occurred prior to commencement of the contract.

### 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.

### Privacy Notice

Aon has always valued the privacy of personal information. When we collect, use, disclose or handle personal information, we will be bound by the Privacy Act 1988.

If you would like a copy of our Privacy Policy, or wish to seek access to or correct the personal information we collected or disclosed about you please telephone or email your Aon contact or access our website [www.aon.com.au](http://www.aon.com.au)

### Financial Services Guide

Aon's Financial Services Guide contains important information about the products and services we offer. It also explains how we, and our representatives, may be remunerated and contains details of conflicts of interest, and how we manage them, and our internal and external complaints handling procedures. Our Financial Services Guide is available at [www.aon.com.au](http://www.aon.com.au).

### Master Policy Notice

Where cover is provided under a master policy an aggregate limit may be applicable which is shared by all insured persons. This limit may be eroded or completely exhausted by claims made under the master policy by other insured persons covered under the master policy.

### Contact Details

For further information contact our office.



Aon Risk Solutions  
Free Call : 1800 806 493  
Email : [au.equestrian@aon.com](mailto:au.equestrian@aon.com)