



Photo: Courtesy of RedFoto

Clubs' Insurance

Pony Club Western Australia Inc.

31 December 2018 - 31 December 2019

Pony Club Western Australia Inc. (PCWA), together with Gow-Gates Insurance Brokers and Lloyd's Insurers, has arranged an Insurance Programme to benefit all Pony Clubs.

PCWA Activities

- Dressage
- Mounted Games
- Rallies
- Displays & exhibitions
- Orienteering
- Cross Country
- Eventing
- Show Jumping
- Polocrosse
- Meetings and AGM's
- Hunter Trials and Hicksteads
- Training Days
- Vaulting
- One Day Events
- Campdrafting
- Gymkhana
- Working Bees
- Sporting Events
- Tetrathlon
- International Competitions
- Tent Pegging
- All other PCWA Approved Activities

Public & Products Liability

Who?	Directors, Officials, Employees, Office Bearers, Committees, Medical Officers, Voluntary Workers (who are not members of the Association already).
What?	Your legal liability to compensate third parties for bodily injury or property damage. Limit of Liability - \$20,000,000 Excess - \$1,000 each and every claim
When?	Whilst organising and conducting approved affiliated club activities in accordance with PCWA rules and affiliation agreement, where they are liable for causing bodily injury or property damage to a third party. In addition, cover is provided for activities such as fundraising, administrative duties and Annual General Meetings.



Associations Liability

What Does The Policy Cover?

This policy is designed to provide cover for the downsides that occur in the running of an association. The cover available is arranged into different policy sections:

- i. Insured Persons Liability
- ii. Company Liability
- iii. Employment Practices Liability
- iv. Statutory Liability
- v. Commercial Crime
- vi. Internet Liability

Insured Persons Liability

Covers claims against the directors, officers and senior managers arising out of the management of the company.

Company Liability

Covers claims against the company arising out of the management of its business activities.

Employment Practices Liability

Covers the company for employment practices claims e.g. wrongful dismissal or discrimination, as well as claims by third parties for discrimination or harassment.

Statutory Liability

Covers the company, its directors, officers, senior managers and employees for proceedings brought by regulatory bodies for breaches of statutory law. Covers defence costs and penalties.

Commercial Crime

Covers the company against direct financial loss of money and property due to employee fraud or dishonesty, whether acting alone or in collusion with others. Also covers external crime, being single or repeated dishonest acts, as committed by a third party.

Internet Liability

Covers the company against claims for defamation, breach of privacy and breach of intellectual property arising out of material published on the website.

Limit Of Liability

- i. Insured Persons Liability – \$10,000,000 - Excess \$2,500;
- ii. Company Liability – \$10,000,000 – Excess \$2,500;
- iii. Employment Practices Liability – \$5,000,000 – Excess \$7,500;
- iv. Statutory Liability – \$1,000,000 – Excess \$10,000;
- v. Commercial Crime – \$1,000,000 – Excess \$10,000;
- vi. Internet Liability – \$1,000,000 – Excess \$10,000.

Some sub-limits apply and we refer you to the policy wording for a complete list of limits of liability.

The aggregate limit of liability is \$15,000,000.

There is an additional Directors and Officers Excess Policy which sits above the Management Liability policy, with a limit of liability of \$10,000,000.



In The Event Of A Claim

Associations Liability is a 'claims made' policy and the prompt notice of claims is imperative. Notify Gow-Gates as soon as you:

- i. Become aware of a problem which involves a loss or potential loss to an office bearer or the club;
- ii. Receive a verbal or written complaint which is likely to give rise to a claim (as defined in the policy).

Personal Accident

Who?	When?
Directors, Officials, Employees, Executive Officers, Office Bearers, Committees, Sub-Committees, Managers, Administrators, Course Builders, Selectors, Judges, Referees and other Officials, medical Officers, Physiotherapist, Masseurs and Ambulance Officers of PCWA. 1 years to 80 years of age	For personal injuries sustained whilst engaged in any equestrian activity performed in the course of their duties for and on behalf of PCWA including while travelling directly to or from the site of the event at which they are working.
Voluntary Workers 1 years to 80 years of age	For personal injuries sustained while engaging in non-income earning voluntary work in the course of their duties for and on behalf of PCWA excluding while travelling directly to or from the site of the event at which they are working, subject to the voluntary workers being registered with PCWA.

Main Benefits

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

What?	Maximum Benefits
Accidental Death	\$200,000 maximum \$50,000 maximum (under 18 years)
Capital Benefits	\$200,000 maximum and as per the Table of Benefits
Permanent Disablement	\$200,000 maximum and as per the Table of Benefits
Funeral Expenses following accidental death	\$10,000 maximum
Becoming HIV Positive	\$20,000 maximum Cover for this event is only provided if the infection was as a direct result of bodily injury, as defined in the Policy Wording, or as a direct result of receiving medical treatment provided by a medical practitioner for an insured person's bodily injury whilst they are insured under this policy.

What?	Maximum Benefits						
Non-Medicare Medical Expenses	<p>100% Reimbursement \$5,000 maximum per claim \$50 excess if the Member is not a member of a private health fund.</p> <p>Non-medicare medical expenses means:</p> <ol style="list-style-type: none"> 1. hospital accommodation and theatre fees; 2. emergency transportation costs; 3. orthotics, splints and prosthesis used solely for treatment following an accident; 4. expenses registered medical practitioner; or 5. expenses incurred in respect of any chiropractor, masseur, naturopath, osteopath or physiotherapist but only following a referral from the insured person's medical practitioner, such referral being valid for 6 months following the date of the bodily injury; <p>however, in all cases, excludes any fees, costs or expenses for which a Medicare benefit is payable whether in part or whole.</p>						
Emergency transportation	<p>100% Reimbursement \$3,000 maximum per claim \$50 excess if the Member is not a member of a private health fund.</p> <p>Costs and expenses incurred, less any amounts recoverable from any other source, in respect of an ambulance or other similar transportation.</p>						
Physiotherapy Treatment Costs	<p>The percentage of the fee charged by the physiotherapist less rebates from other services:</p> <p>Visits 1-5 95% Visits 6-10 85% All other visits 75%</p> <p>Not exceeding in respect of each claim \$5,000</p> <p>If the Insured Person is not a member of a private health fund, the insurance under this benefit excludes the first \$50.00 of each claim.</p>						
Fractured Bones	<p>Up to \$5,000 in total any one Bodily Injury.</p> <p>If, as a result of injury, an insured person suffers any of the insured events listed insurers will pay the sum insured stated below.</p> <table border="1" data-bbox="502 1568 1423 1899"> <thead> <tr> <th data-bbox="502 1568 965 1624">INSURED EVENTS – Fracture of:</th> <th data-bbox="965 1568 1423 1624">BENEFITS</th> </tr> </thead> <tbody> <tr> <td data-bbox="502 1624 965 1765"> Neck, Skull, Spine or Pelvis i) Complete fracture ii) Other fracture </td> <td data-bbox="965 1624 1423 1765"> Up to \$5,000 Up to \$5,000 </td> </tr> <tr> <td data-bbox="502 1765 965 1899"> Hip i) Complete fracture ii) Other fracture </td> <td data-bbox="965 1765 1423 1899"> Up to \$2,000 Up to \$2,000 </td> </tr> </tbody> </table>	INSURED EVENTS – Fracture of:	BENEFITS	Neck, Skull, Spine or Pelvis i) Complete fracture ii) Other fracture	Up to \$5,000 Up to \$5,000	Hip i) Complete fracture ii) Other fracture	Up to \$2,000 Up to \$2,000
INSURED EVENTS – Fracture of:	BENEFITS						
Neck, Skull, Spine or Pelvis i) Complete fracture ii) Other fracture	Up to \$5,000 Up to \$5,000						
Hip i) Complete fracture ii) Other fracture	Up to \$2,000 Up to \$2,000						



What?	Maximum Benefits	
	Jaw, Leg, Ankle or Knee i) Complete fracture ii) Other fracture	Up to \$1,250 Up to \$1,250
	Cheekbone or Shoulder i) Complete fracture ii) Other fracture	Up to \$500 Up to \$500
	Arm, Elbow, Wrist or Ribs i) Complete fracture ii) Other fracture	Up to \$1,000 Up to \$ 500
	Nose or Collarbone i) Complete fracture ii) Other fracture	Up to \$500 Up to \$500
	Foot, Hand Finger, Thumb or Toe	Up to \$ 500 Up to \$ 250
	<p>If surgery is required in respect of treating the above Fractured Bones, the applicable benefit payable shall be increased by 50%. Surgery, for this additional payment, being defined as treatment of the fractured bones, performed by a surgeon in an operating theatre.</p>	
Dental Treatment following a dental injury	<p>Up to \$1,000 per tooth up to a maximum of \$5,000 any one claim in respect of the total loss of a tooth; or Up to \$1,000 per tooth up to a maximum of \$5,000 any one claim in respect of any tooth that has suffered a chip.</p> <p>Dental injury means an injury to a tooth or teeth as a result of an accident and which occurs solely and independently of any other cause during the policy period and operative time and whilst the person is an insured person under the policy.</p>	
Premature childbirth (prior to 26 weeks gestation) or miscarriage	<p>5,000 maximum</p> <p>Cover for this event is only provided if the miscarriage or premature childbirth is as a direct result of an accident.</p>	
Overseas Medical Expenses	<p>\$5,000 maximum</p> <p>If an insured person sustains bodily injury whilst outside of Australia and incurs costs related to emergency medical treatment, as certified necessary by a medical specialist, for the treatment of the bodily injury, we shall pay up to \$5,000.</p> <p>Subject to:</p> <ol style="list-style-type: none"> All costs must be incurred overseas; the costs not being recoverable from any other Section of the policy or any other source; and any policy exclusions, terms and conditions that may otherwise apply. 	

What?	Maximum Benefits
Loss of Income Benefits	<p>85% of earnings up to \$700 per week</p> <p>Payable up to 104 weeks from the date of injury unless otherwise stated with a Nil day excess.</p>
Unforeseen Expenses	<p>\$2,500 maximum</p> <p>If an insured person incurs reasonable and necessary expenses for equestrian-related clothing (including riding boots and helmets) damaged as a result of the necessary removal of such clothing for the purpose of providing necessary medical attention following a bodily injury, insurers will pay up to \$500 for the actual and reasonable costs incurred.</p> <p>Subject at all times that those costs are not recoverable elsewhere under this policy, or otherwise applicable to an expense for which a Medicare benefit is payable</p> <p><u>*** Evidence of the damaged clothing will be required as well as confirmation from the medical practitioner that it was necessary to remove the clothing in order to treat you ***</u></p>
Modification Benefit	<p>\$15,000 maximum</p> <p>If an insured person sustains a bodily injury for which a benefit is paid under Part A, Capital Benefits, for Permanent Total Disablement, Permanent paraplegia or quadriplegia or Permanent and incurable paralysis of all limbs, insurers will pay up to \$15,000 for costs necessarily incurred to modify the insured person's home and/or motor vehicle, and/or costs associated with relocating the insured person to a more suitable home, provided that medical evidence is given from a medical practitioner certifying the modification and/or relocation is necessary.</p>
Rehabilitation Expenses Benefit	<p>\$1,000 maximum</p> <p>If insurers accept a valid claim under Part A, Capital Benefits, or Part B, Weekly Injury Benefit, insurers agree to pay actual rehabilitation expenses incurred, such as but not limited to gymnasium or fitness centre fees, or personal physical trainer fees, or the like, as certified necessary by the insured person's treating medical specialist.</p>
Carer Loss of Income Benefit	<p>\$5,000 maximum</p> <p>85% of Net Income Lost per week up to \$500</p> <p>28 day waiting period</p> <p>If an insured person sustains a bodily injury and an income earning carer of that insured person is unable to earn their income due to the ongoing caring of the insured person, insurers shall pay 85% of the carer's income whilst they continue to care for the insured person.</p> <p>The maximum insurers shall pay is \$500 per week, whilst the insured person continues to require care relating directly to the bodily injury, up to a max of \$5,000. Insurers shall not pay for the first 28 days of care, and all payments will cease upon the insured person's medical specialist noting care is no longer required.</p>

The entitlements listed below are not available to income earners.

Student Help	\$500 per week maximum for a maximum of 52 weeks Excess Period 7 days Costs and expenses incurred up to but not exceeding \$500 per week, and not exceeding 52 weeks in all, in respect of help required by full time students only.
Home Help	\$500 per week maximum for a maximum of 52 weeks Excess Period 7 days Costs and expenses incurred up to but not exceeding \$500 per week, and not exceeding 52 weeks in all, in respect of help required by full time students only.

For a full guide to the benefits please refer to the Policy Wording.

In The Event Of A Claim

If you are claiming for weekly benefits please supply the following:

- Proof of earnings
- Supporting Medical Certificates

If you are claiming for Non-Medicare Medical Expenses the following apply:

- The expenses must be incurred within 12 months from the date of the injury.
- \$50 excess applies to each and every claim unless you are part of a Private Health Fund.
- No expenses claimable under Medicare are covered by this insurance, including the Medicare gap.
- It is mandatory to submit your expenses through your Private Health Insurance Fund first before submitting to Gow-Gates.

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.

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