

Personal Accident Insurance

**Insured:** Pony Club Australia of Western Australia Incorporated

**Period:** 30<sup>th</sup> June 2010 to 30<sup>th</sup> June 2011 at 4.00pm local time.

**Business:** Pony Club Association (State body).

**Insured Persons:**

**Category A:** All Income Earning Riding Members (including Participants and Riding Coaches) of the Insured.

**Category B:** All Non-Income Earning Riding Members (including Participants and Riding Coaches) of the Insured.

**Category C:** All Income Earning Voluntary Workers, Club Officials, Directors, Non-riding Members, Members without Ponies and Life Members of the Insured.

**Category D:** All Non-Income Earning Voluntary Workers, Club Officials, Directors, Non-riding Members, Members without Ponies and Life Members of the Insured.

**Operative Time:**

**Categories A & B:** Coverage under this policy shall apply whilst the Insured Person is engaged in officially sanctioned activities involving-

- Participating in association, representative, state or national vents.
- Training arranged by the Insured.
- In an administrative capacity as an official or trainer or fundraiser.

Cover shall also include:-

- Travelling directly to and from the above sanctioned activities.

**Categories C & D:** Cover under this Policy shall only apply whilst the Insured Person is actually engaged in unpaid voluntary work performed on behalf of the Insured provided always that the policy shall only in respect of such work officially organised by and under the control of the Insured including necessary direct travel to, from or during such voluntary work.

**Insured Events:** Each Insured Person

Death and Capital Benefits  
\$50,000 **Categories A & C**  
\$10,000 **Categories B & D**

Broken Bones Limit : \$3,000

Weekly Injury Benefit **Categories A & C Only**  
85% of average gross weekly Salary to a maximum of \$500 (but not less than \$100 per week).

Deferral Period : 7 Days

Benefit Period

Up to and including  
58 years of age : 104 weeks from the date you first became entitled to the payment of weekly compensation.  
59 years – 64 years : 52 weeks  
65 years – 80 years : 26 weeks



**EquineCover**

Equine Insurance for organisations or individuals  
(02) 9276 6999 [equine@ebminsure.com.au](mailto:equine@ebminsure.com.au)

#### INJURY ASSISTANCE (NON-INCOME EARNERS)

##### Student Assistance

75% of actual expenses incurred up to the maximum weekly amount of \$100 for an aggregate period of 52 weeks.

##### Home Assistance

75% of non medical related expenses incurred up to the maximum weekly amount of \$100 for an aggregate period of 52 weeks.

##### Bed Care

75% of actual expenses incurred up to the maximum weekly amount of \$100 for an aggregate period of 52 weeks.

#### INJURY ASSISTANCE (INCOME EARNERS)

##### Student Assistance

75% of actual expenses incurred up to the maximum weekly amount of \$100 for an aggregate period of 52 weeks.

##### Home Assistance

75% of non medical related expenses incurred up to the maximum weekly amount of \$100 for an aggregate period of 52 weeks.

##### Bed Care

75% of actual expenses incurred up to the maximum weekly amount of \$100 for an aggregate period of 52 weeks.

#### NON-MEDICARE MEDICAL EXPENSES

100% of the expense to a maximum of three thousand dollars (\$3,000) per injury.

#### OUT OF POCKET / PARENTS INCONVENIENCE BENEFIT

Limit: \$1,000.

#### FUNERAL EXPENSES

Limit: \$5,000.

#### **Endorsements:**

##### AGE LIMITS

This policy shall be payable to Insured Persons between the ages of 5 years and 80 years.

**Broadform Liability Insurance**

<b>Insured:</b>	Pony Club Australia of Western Australia Incorporated
<b>Period:</b>	30 <sup>th</sup> June 2010 to 30 <sup>th</sup> June 2011 at 4.00pm local time.
<b>Business:</b>	Pony Club Association (State body).
<b>Geographical Limits:</b>	Worldwide excluding the United States of America or Canada.
<b>Interest Insured:</b>	(a) All sums which You become legally liable to pay by way of compensation; (b) All costs awarded against You; in respect of Personal Injury or Property Damage happening during the Period of Insurance and caused by an Occurrence with the Territorial Limits in connection with Your Business.
<b>Limits of Liability:</b>	Public Liability: \$20,000,000 any one occurrence Products Liability: \$20,000,000 in the aggregate any one period of insurance.
<b>Excess:</b>	\$ 1,000 each and every claim.
<b>Property in Your Care Custody and Control:</b>	\$100,000
<b>Errors &amp; Omissions:</b>	Included. Limited to \$2,000,000 any one occurrence.
<b>Extensions:</b>	Member 24-hour Liability. Participation. Member to Member.
<b>Endorsements:</b>	Exclusion 14 (a) does not apply to named and noted First Aid Attendants whilst working for or on behalf of the Insured.
<b>Major Exclusions:</b>	Molestation.

Association Liability Insurance

- Insured:** Pony Club Australia of Western Australia Incorporated
- Period:** 30<sup>th</sup> June 2010 to 30<sup>th</sup> June 2011 at 4.00pm local time.
- Business:** Pony Club Association (State body).
- Limit of Liability:** \$5,000,000 any one claim and in the aggregate any one policy period.
- Retroactive Date:** Unlimited excluding known claims and claims circumstances.
- Excess:** \$5,000 each and every claim costs inclusive.
- EPL Excess:** \$5,000 each and every claim costs inclusive.
- IMPORTANT:** This is a claims made policy. No claim can be made against this policy after the expiry date stated in the schedule. This policy is not a renewable contract.
- Geographical Limit:** Worldwide excluding USA/Canada
- Jurisdictional Limit:** Worldwide excluding USA/Canada
- Insuring Clauses:** Office Bearer's Liability  
Covering any wrongful act by the Insured Persons in the capacity of trustee, director or officer of the Insured.
- Association Reimbursement  
Covering costs incurred in legally reimbursing an Insured Person under the constitution or memorandum or articles of association of the Insured.
- Professional Indemnity  
Covering a wrongful act by the Insured and/or the Insured Persons in the course of Professional Services provided by the Insured.
- Associations Liability  
Covering any wrongful act committed by an Insured Person.
- Employment Practices  
Covering any Employment Practices wrongful act by the Insured or Insured Persons.
- Optional Extensions:** Reinstatement of Indemnity Limit: Covered.  
Employment Practices Liability: Covered (Sub-Limit \$1,250,000).  
Fidelity: Covered (Sub-Limit \$50,000) subject to addendum.

## Professional Indemnity Insurance

**Insured:** Pony Club Australia of Western Australia Incorporated

**Limit of Liability:** \$2,000,000 any one claim  
\$4,000,000 in the aggregate

**Territorial Limit:** Worldwide excluding USA/Canada

**Jurisdiction:** Australia and New Zealand

**Retroactive Date:** Unlimited

**Excess:** \$10,000 Each and every claim

**Clauses:** Amended description of insured's profession

It is hereby noted and agreed that the insured's profession is amended to read as horse riding instructors and coaches.

### Qualification Endorsement

We shall not be liable under this Policy to provide indemnity in respect of any Claim against you directly or indirectly based upon, attributable to, or in consequence of any instructor or trainer that is not qualified by either the Equestrian Australia, the National Coaching Accreditation Scheme or the Pony Club Association.

### S24 Contractors Included in the Definition of Employee (amended)

It is agreed that self employed persons or volunteers working for the Insured in connection with the business of the Insured are deemed to be employed by the Insured under a contract of service subject to:

- (a) any fees paid to such persons being included within the fees being declared on the proposal form; and
- (b) all such persons so employed to be subject to and comply with the same professional disciplines and routines as those applicable to the Insured's permanent staff.

### Bodily Injury Endorsement

It is hereby noted and agreed that exclusion 4.3 Bodily injury is deleted and replaced with the following:

4.3 Bodily injury directly or indirectly based upon, attributable to, or in consequence of bodily injury other than bodily injury arising directly from a breach of professional duty.

A sub-limit of indemnity of \$1,000,000 any one claim and in the aggregate shall apply to any Claim(s) arising directly or indirectly, in whole or in part from any bodily injury.

For the benefit of clarity the above sub-limit of indemnity is inclusive and not in addition to the Limit of Indemnity noted within the Policy schedule.

### Instruction Endorsement

It is hereby noted and agreed that the Policy shall extend to include cover for any Insured who is an instructor whilst they are instructing Pony Club members outside of the Association's endorsed events. Provided always that the instructor must comply with the Pony Club Association of Western Australia's training manual.