

Australian Endurance



Riders Association Inc

Members Insurance Cover

These notes have been produced to give registered members a summary of the cover provided as part of their membership to the State Divisions of the Australian Endurance Riders Association Inc but do not necessarily incorporate all the terms and conditions of the policy.

The Master Policy held at the Association's Office is available for further reference and takes precedent over anything contained in these notes. On request, AERA will provide you with a complementary copy of the Master Policy.

Cover has been structured based on the Association's risk management procedures, rules and regulations and anyone acting outside these guidelines may prejudice their entitlement under the policy and be left uninsured.

The cover afforded under the Master Policies commences on 1 January 2012 and terminates on 1 January 2013. Where insurance cover will not apply for this period, or is (or is likely to be) cancelled or not renewed, AERA 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 contacting our broker, Aon Risk Solutions ABN 17 000 434 720 AFSL 241141 on 1800 806 493.

Equine Liability (Public & Products Liability Insurance)

What and who does the policy cover ?

This policy covers the registered Adult or Junior Member in respect of Personal Liability twenty four (24) hours a day, seven (7) days a week whilst involved in recreational non-income earning equestrian activities.

It covers the member should they be held liable for causing bodily injury or property damage to a third party, including whilst attending or participating in sanctioned and/or authorised rides or activities of Australian Endurance Riders Association.

If an incident were to occur they 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 must be referred to Aon as soon as possible.

Where a member is involved in income earning, commercial or business related activities, separate or additional coverage may be required.

Cover is provided to the member when they are:

- Attending and/or participating in sanctioned and/or authorised AERA rides/activities
- Attending and/or participating in approved affiliated club activities
- Training or Practicing for AERA competition
- Agisting their horse at a third party premise.
- Involved in exhibitions and performances
- On temporary overseas visits
- Pleasure Riding

Cover is not provided to/when:

- Damage to property owned by the Member
- Claims arising out of the ownership and/or use of mechanical bulls and/or mechanical horses
- Cover does not apply where cover is provided by the Members Home insurance policy or similar.
- Claims arising out of the ownership or lease of property or vacant land.
- The Member is required to effect a separate cover.
- The Member is requested to contribute to another insurance program.
- Day or temporary participants (refer to Club Insurance).

What is the Sum Insured ?

General Liability –	
\$20,000,000	in respect of any one occurrence or a series of occurrence's arising out of the one event.
Excess –	
\$2,500	each and every claim, payable by the member.
Insurer –	Certain underwriters at Lloyds

What do I do in the event of a claim ?

"DO NOT UNDER ANY CIRCUMSTANCE ADMIT LIABILITY"

If you do then our insurer could void the policy on the basis that our 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 Sonya Ruprecht at secretariat@nswera.asn.au to obtain incident report form for completion and return.

Personal Accident – Members

This policy provides cover for registered Adult and Junior Members of the State Divisions of the Australian Endurance Riders Association Inc for personal injuries sustained whilst engaged in recreational non-income deriving equestrian activities Twenty Four (24) hours a day Seven (7) days a week.

Including whilst:

- ✓ Practicing
- ✓ Training
- ✓ Participating in endurance rides
- ✓ Attending training rides
- ✓ Whilst preparing a horse at home for a future ride
- ✓ Lunging
- ✓ Pleasure riding

Cover is NOT provided when you are:

- ✗ Traveling to and from such activities
- ✗ Earning an income

For the purpose of this summary of cover, income-deriving equestrian activities mean equestrian activities which earn the member a source of assessable taxable income.

This does not apply when the Member is being paid to ride in an official endurance ride listed on the AERA calendar.

Separate cover may be purchased to meet individual requirements where you earn an income from equestrian related activities.

A registered Adult Riding Member is aged between 18 years and 80 years of age as at the 1st January each policy year.

A registered Junior Riding Member is aged between 5 years and 17 years of age as at the 1st January each policy year.

Cover is provided Worldwide, however, cover available under the policy whilst travelling overseas excludes such things as:

- ✗ Medical expenses incurred overseas
- ✗ Lost baggage
- ✗ Cancellation of flights

It therefore may not be adequate for your needs and we recommend that separate travel insurance be arranged.

Cover under this policy is not available to associate non riding members, day, intro or other temporary participants.

This policy is underwritten by ACE Insurance Limited.

The notes provided are a summary of the policy for information purposes only. The cover is at all times subject to the Terms and Conditions of the master policy.

Benefits

Adult Riding Members	
	Lump Sum Benefits (Death & Capital as per Table of Benefits)
Income Earners	Up to a maximum of \$50,000
Non-Income Earners	Up to a maximum of \$50,000
	Weekly Benefits - Injury (Temporary Total Disablement)
Income Earners	85% of earnings Up to \$500 per week payable up to 52 weeks from the date of the injury unless otherwise stated and subject to a 14 day excess unless otherwise stated.
Non-Income Earners	Not available to non-income earners. Other Benefits applicable as shown.

Junior Riding Members	
	Lump Sum Benefits (Death & Capital as per Table of Benefits)
Income Earners	Up to a maximum of \$10,000
Non-Income Earners	Up to a maximum of \$10,000
	Weekly Benefits - Injury (Temporary Total Disablement)
Income Earners	Nil - not available to income earners.
Non-Income Earners	Not available to non-income earners. Other Benefits applicable as shown.

Additional Benefits

Applicable to Adult & Junior Members

Non Medicare Medical Expenses

If you suffer an injury you also have cover for any Non-Medicare Medical Expenses incurred up to a maximum of \$5,000.

You are responsible for the first \$50 of each and every claim.

Expenses incurred within twelve (12) months of sustaining the injury and paid to a legally qualified medical practitioner, nurse, hospital or ambulance service for the following treatments.

- | | |
|-------------------|-----------------|
| ✓ Medical | ✓ Surgical |
| ✓ X-ray | ✓ Chiropractic |
| ✓ Osteopathic | ✓ Physiotherapy |
| ✓ Hospitalisation | ✓ Nursing |

Expenses which are excluded:

- ✗ Dental treatment unless such treatment is necessarily required to teeth other than dentures and is caused by the injury
- ✗ Medicare benefits and any gap
- ✗ Private Health contributions

Where any part of the medical expense is claimable through Medicare you are unable to claim the gap under this policy.

If you hold Private Health Insurance, it is mandatory that the expense be claimed from your Fund first. You are then entitled to claim the difference under this policy.

Funeral Expenses (Adult Riding Members only)

Where you suffer an accidental death this policy covers the expenses of burial or cremation or the cost of returning your body or ashes to your country/place of residence up to a maximum of \$5,000.

Corporate Image Protection

If during the period of insurance and whilst the person is a covered person, the covered person or group of covered persons suffer a bodily injury or bodily injuries (as applicable), and in our opinion this is likely to result in a valid claim under the policy with respect to, Part A - Lump Sum Benefits for either:

- a) Event 1 - Accidental Death; or
- b) Event 2 - Permanent Total Disablement,

We will reimburse the policy holder for costs (other than the policy holder's own internal costs) incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media. Costs must be incurred within fifteen (15) days of, and directly in connection with, such bodily injury(ies), to protect and/or positively promote the policyholder's business and image. The maximum amount we will pay is \$15,000 with respect to any one (1) event or set of circumstances and is subject to the policy holder giving us a signed undertaking that any amount paid to the policy holder will be repaid to us, if it is later found that a valid claim did not or will not eventuate.

Replacement Staff/Recruitment Costs

If during the period of insurance and whilst the person is a covered person, the covered person or group of covered persons suffer a bodily injury, and in our opinion this is likely to result in a valid claim under the policy with respect to, Part A - Lump Sum Benefits for either:

- a) Event 1 - Accidental Death; or
- b) Event 2 - Permanent Total Disablement,

We will pay the reasonable costs incurred by the policy holder for recruitment of replacement employees up to a maximum of \$5,000 for each employee (\$15,000 in aggregate for all employees). Costs must be incurred within forty-five (45) days and be necessary for the continuation of the policy holder's business. This cover is subject to the policy holder giving us a signed undertaking that any amount paid to the policy holder will be repaid to us, if it is later found that a valid claim did not or will not eventuate.

Visitors Benefit

If during the period of insurance a third party visits the policy holder's premises in a business capacity and sustains a bodily injury which would, had the visitor been a covered person, result in a benefit being paid under Event 1 or Event 2, we agree to pay a benefit of \$15,000 to the policy holder.

Coma Benefit

If during the period of insurance and whilst the person is a covered person, the covered person sustains a bodily injury which directly causes or results in a continuous unconscious state and the covered person or the covered person's legal representative presents us with a written opinion of a doctor that verifies that the bodily injury caused the covered person to be in such a continuous unconscious state, we agree to pay to the covered person or the covered person's legal representative on behalf of the covered person, \$50 per day or part thereof of continuous unconsciousness, up to a maximum period of one-hundred and twenty (120) days. This benefit will be payable in addition to any other amount paid or payable under the policy.

Rehabilitation Expenses

On the occurrence of Events 25 and/or 26 or Events 27 and/or 28 for which benefits are payable, we will reimburse expenses incurred for tuition or advice for the covered person from a licensed vocational school, provided such tuition or advice is undertaken with our prior written agreement and the agreement of the covered person's doctor. Compensation under this provision will be limited to the actual costs incurred not exceeding \$750 per month and will be payable for a maximum of six (6) months.

Chauffeurs Services

If during the period of insurance and whilst the person is a covered person, the covered person sustains a bodily injury or sickness for which benefits are payable under the Events 25, 26, 27 or 28, we agree to pay up to a maximum of \$2,500 for a chauffeur or taxi service to and from the covered person's usual place of work and the covered person's usual place of residence if the covered person recovers sufficiently to return to work but is certified by a doctor as being unable to drive a vehicle or travel on public transport.

Orphan Benefit

If during the period of insurance and whilst the person is a covered person, the covered person and their spouse/partner suffer an Accidental Death as a result of the same accident and they are survived by Dependent Child(ren) we will pay the covered person's estate an additional \$10,000 for each Dependent Child subject to a maximum benefit amount of \$30,000 with respect to any one (1) family.

Education Fund Supplement

If during the period of insurance and whilst the person is a covered person, the covered person suffers an Accidental Death and is survived by Dependent Child(ren), we will pay the covered person's estate \$5,000 for each surviving Dependent Child subject to a maximum benefit amount of \$15,000 with respect to any one (1) family.

Partner Retraining Benefit

If during the period of insurance and whilst the person is a covered person, the covered person suffers an Accidental Death or Permanent Total Disablement, we will pay, at the policy holder's request, up to \$15,000 towards the actual costs incurred for the training or retraining of the covered person's spouse/partner:

- a) for the purpose of obtaining gainful employment; or
- b) to improve their employment prospects; or
- c) to enable them to improve the quality of care they can provide to the covered person.

Provided always that:

- a) the spouse/partner is aged under sixty-five (65) years at the commencement of such training; and
- b) the training is provided by a recognised institution with qualified skills to provide such training and;
- c) all such expenses are incurred within twenty-four (24) months from the date the covered person suffered the bodily injury for which the claim depends.

Independent Financial Advice

If a covered person sustains a bodily injury for which benefits are payable under Events 1-9(a), we will, in addition to payment of the benefit, and at the request of the policy holder, the covered person or representatives of the covered person's estate, pay for professional financial advice in respect of the payment of the benefit for Events 1-9(a). Provided, however that such advice is provided by an independent financial advisor who is not a close relative of the covered person and who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice. The maximum amount we will pay is \$5,000.

Guaranteed Payment

If a covered person sustains a bodily injury or suffers a sickness for which benefits are payable under Events 25 or 27, we will immediately pay twelve (12) weeks benefits provided that proper medical evidence is produced from a doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

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 full time student and suffer an injury and are unable to attend registered classes we will pay the costs reasonably and necessarily incurred for home tutorial services up to \$200 per week payable from the 8th day of treatment for a maximum period of 26 weeks, provided such fees:

Are paid to a professionally qualified tutor who continues teaching you during the period of disability.

Are deemed necessary for the your recovery by your Medical Practitioner.

Emergency Home Help Clause

If you suffer an injury and are unable to carry out domestic duties we will pay for the cost of hiring domestic help and/or child minding services up to \$200 per week payable from the 8th day of treatment for a maximum of 26 weeks, provided that domestic help and child minding services are:

Carried out by persons other than members of the insured Member's family or other relatives or persons permanently living with the Member.

Certified by a legally qualified medical practitioner as being necessary for your recovery.

Out of Pocket Expenses

If you suffer an injury and incur reasonable out of pocket expenses attributable to your disablement we will pay \$100 per week up to a maximum of \$1,000 payable upon furnished receipts. Physical damage to property is not an expense that is deemed to be directly attributable to the disablement and your ability to perform normal everyday activities.

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

What do I do in the event of a claim ?

Contact Sonya Ruprecht at secretariat@nswera.asn.au to obtain a Report Form for completion and return.

A claim form will then be arranged to be forwarded to you for completion and return to Aon.

If you are claiming for Weekly Benefits:

- A 14 day excess applies
- Proof of your earnings must be supplied
- Supporting medical certificates must be supplied

If you 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.

Table of Benefits

Part A – Lump Sum 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 (not available to non-income earners)	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	100%
(b) one ear	20%
10. Permanent Loss of use of four Fingers and Thumb of either Hand	75%
11. Permanent Loss of the lens of one eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13. Permanent Loss of use of four Fingers of either Hand	40%
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	15%
(b) two joints	10%
(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 Partial Disablement not otherwise provided for under Events 5 to 18 inclusive.	Such percentage of amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 5 to 18 inclusive. Event 19 is limited to a maximum of 75% of the amount shown in the Schedule against Part A – Lump Sum Benefits.

Part B – Weekly Injury Benefits (income earners only)

25. 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.
26. Temporary Partial Disablement	25% of the amount payable for Event 25.

IMPORTANT NOTICES APPLICABLE TO ALL COVERS

About this Policy

Australian Endurance Riders Association Inc (AERA) does not act as the Insurer's agent and does not hold an Australian Financial Services License. AERA is not authorised 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. Please note that Aon has arranged this Policy on behalf of AERA.

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

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 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 absolutely 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

Waiver of Rights

Some policies contain a clause that limits or excludes claims where the insured has limited its rights to recover a loss from another party in circumstances where that other party is responsible for the loss. For example, this may happen where the insured has entered into a contract limiting the liability that the other contracting party would have been under in the absence of the contract. If you have entered into, or propose to enter into a contract which might limit rights against another contracting party, please let Aon know, so that we can advise you about how the agreement affects, or will affect, your cover.

Binder Agreements

Aon has binder agreements with some insurers under which we are authorised to commit those insurers to providing cover without reference to them. Some of the classes of insurance provided in your program may be placed under such binder agreements. When acting under a binder agreement we will be acting under an authority given to Aon by the insurer and will be effecting the insurance contract as agent of the insurer and not as your agent. Nevertheless, we believe that in respect of those classes of insurance written under a binder agreement, the policy terms are very favourable and the rates are highly competitive. In addition, our binder arrangements with the insurers are such that we remain your agent in the handling of any claims that might arise under any of the policies written.

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.

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 assistance contact :



Aon Risk Solutions
Free Call : 1800 806 493
Email: au.equestrian@aon.com

