

# Affiliate Clubs' Insurance

The Arabian Horse Society of Australia Ltd.

31 December 2024 - 31 December 2025

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.

## APPROVED ACTIVITIES

|                  |                           |                       |   |
|------------------|---------------------------|-----------------------|---|
| Halter           | Working Bees              | Western Events        | Barrel Racing   |
| Carriage/Harness | Liberty                   | Working Equitation    | Committee Meetings  |
| Lead Rein        | Youth Program             | Fundraising           | Australian Classes  |
| Costume          | Education / Clinics       | Administrative Duties | Dressage  |
| Ridden Classes   | AGM's & Social Activities | Natural Horsemanship  | Sporting Events in accordance with Sporting horse Australia Rule Book |

# PUBLIC AND PRODUCTS LIABILITY

## WHAT ARE YOU COVERED FOR?

| Who?  | What?   | When?  |
|---|---|--|
| Voluntary Workers   | <p>Your legal liability to compensation to third parties for bodily injury or property damage.</p> <ul style="list-style-type: none"> <li>▪ Limit of Liability - \$20,000,000</li> <li>▪ Excess - \$2,500 of each &amp; every Occurrence.</li> </ul> <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 AHSA or AHSA Affiliated Club's approved events and activities.</p> <p>Including direct uninterrupted travel to and from such club activities.</p> |
| Unpaid Committee Members, Judges, Officials, Administrators | <p>Your legal liability to compensation to third parties for bodily injury or property damage.</p> <ul style="list-style-type: none"> <li>▪ Limit of Liability - \$20,000,000</li> <li>▪ Excess - \$2,500 of each &amp; every Occurrence.</li> </ul> <p>Territorial Limits: Anywhere in Australia</p> | <p>Whilst acting on behalf of AHSA or an AHSA Affiliated Club in an unpaid capacity, at AHSA or AHSA Affiliated Club's approved events and activities.</p> <p>Including direct uninterrupted travel to and from such club activities.</p>              |

| POLICY EXTENSIONS  | Sub-limits and Excesses  |
|--|--|
| <b>Leased or Rented Premises</b>   |  |
| Affiliate 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   |
| <b>Errors &amp; Omissions</b>  |  |
| 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.                | <p>Limit of Liability - \$20,000,000</p> <p>Excess - \$2,500 of each &amp; every Occurrence.</p> |
| <b>Sexual Abuse</b>  |  |

|   |  |
|---|--|
| Your legal liability to pay compensation in respect of Sexual Abuse committed by a representative, member, Worker, volunteer or service provider.   | Limit of Liability - \$1,000,000<br>Excess - \$10,000 of each & every Occurrence.  |
| <b>Property in Your Care Custody or Control</b>   |  |
| 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<br>Horses limited to \$100,000 any one Horse.<br>Excess - \$2,500 of each & every Occurrence. |
| <b>Landowners' Indemnity</b>  |  |
| The policy extends to cover any landowner whose land is used, hired, or passed over by the Affiliate Club providing the use of the land is for the purposes of running a sanctioned Affiliate Club or AHSA event or activity only, subject to policy terms and conditions.  | As per policy limits   |
| <b>Contractual Liability and Indemnity to Principal</b>   |  |
| Coverage under this policy extend to:<br><b>a.</b> indemnify the Affiliate Club against liability assumed by the Affiliate Club; and<br><b>b.</b> indemnify the Principal (the third party whom which you have entered into the contract with) in the same manner as the Affiliate Club in respect of the Principal's liability arising out of the actions of the Affiliate Club. | As per policy limits   |

## WHAT ARE YOU NOT COVERED FOR?

1. Bodily Injury or Property Damage caused by or arising from Show Jumping, Campdrafting, Cutting, Endurance Riding, Eventing, Polo, Polocrosse or Reining.
2. Claims against you by members of your family or anyone in your employment.
3. Claims against you made whilst you are conducting any business activity of profession, other than for the sole purpose of competing at an AHSA or AHSA Affiliate Show.
4. Claims made against your business. The insurance protects you as an individual Member and no other person or entity.
5. As per all other Exclusions as detailed in the Policy Wording.

# MANAGEMENT LIABILITY

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## WHO IS COVERED?

Any past, present, or future director, secretary, officer, trustee, employee (whether salaried or not), committee member of the AHSA or Affiliated Club, or any other natural person acting on behalf of the AHSA or Affiliated Club at the direction of an officer or board of directors or committee of management of the Insured.

## WHAT ARE YOUR CLUBS COVERED FOR?

### Policy Limit:

**Combined Limit - \$5,000,000**

| Coverage Parts:  | Sub-Limit | Excesses |
|--|-----------|----------|
| Part 1 Directors & Officers Liability - Individual             | Included  | NIL      |
| Company Reimbursement  | Included  | \$10,000 |
| Part 2 Employment Practices Liability                          | Included  | \$20,000 |
| Part 3 Statutory Liability (Sub-limited as per Policy Wording) | Included  | \$15,000 |
| Part 4 Company Liability                                       | Included  | \$15,000 |

Additional Sub-Limits and Excesses apply. For full details refer to the Policy Schedule and Wording.

Retroactive Date: Unlimited

Territorial Limits: Anywhere in Australia

## ENDORSEMENTS

This Policy is subject to the following endorsements, detail of which are set out at the end of this Schedule.

1. MOLESTATION EXCLUSION
2. INSURED VERSUS INSURED
3. EXCLUDED ACTIVITIES
4. SPECIFIC MATTERS EXCLUSION
5. YOU, YOUR, YOUR COMPANY
6. INADEQUATE INSURANCE EXCLUSION
7. CANCELLING THE POLICY
8. COVERAGE PART 1 - EXCESS
9. CRIME LOSS LIMIT
10. SPECIFIC MATTERS - INSOLVENCY

## DEFINITIONS OF AFFILIATED CLUBS, BRANCHES & ASSOCIATIONS

With respect to this Policy, Affiliated Clubs means any member clubs where such member clubs have paid in full the annual membership fee to The Arabian Horse Society of Australia Ltd.

## WHEN YOU ARE NOT COVERED

- Claims arising out of Molestation.
- Claims brought by one Insured against another.
- Claims incurred in respect of the use (or alleged use) of a performance enhancing substance.
- Claims arising out of Bodily Injury or Property Damage
- Punitive, exemplary or aggravated damages
- Claims of which it is illegal to insure or indemnify.
- Franchise Liability
- Fraudulent and dishonest conduct
- Insolvency.
- Known claims and circumstances
- Personal profit
- Pollution
- Professional Services
- Claims in respect of incidents occurring prior to the Retroactive Date specified in the Schedule
- Securities
- War, Terrorism, Radioactivity

## WHAT ARE YOUR RESPONSIBILITIES?

Please note the Management Liability is issued on a 'claims made' basis.

This means that the policy covers you for claims, which are made against you and notified in writing to the Insurer during the Period of Insurance, irrespective of the date when the cause of action may have occurred, providing it occurred after the retroactive date.

The Policy will not respond to:

- i. Events or circumstances that occurred prior to the retroactive date, stated in the policy Schedule;
- ii. Claims or circumstances known or notified prior to inception of the policy;
- iii. Claims or circumstances notified after expiry of the policy irrespective of the date of the occurrence involved

Where you become aware of facts or circumstance that may give rise to a claim against you it is imperative that you give notice in writing as soon as reasonably practicable and before expiry of the period of cover.

It is your responsibility to notify Gow-Gates of an incident which may give rise to a claim in the future, regardless of the perceived severity of it at the time. You must cooperate with insurers and their legal team at all times. Full details of the Claim (including any Write, Summons or other legal document) shall be provided with the notice, which must be forwarded to Gow-Gates.

# PERSONAL ACCIDENT

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Benefits available for bodily injuries sustained in an accident when actively engaged in personal equestrian-related activities.

## WHEN ARE YOU COVERED?

| Unpaid Committee Members, Judges, Trainers, Officials, and Administrators.  | Unpaid Voluntary Workers  |
|---|---|
| Whilst acting on behalf of AHSA or an AHSA Affiliated Club, at AHSA or AHSA 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 AHSA or AHSA Affiliated Club's approved events and activities.<br><br>including direct uninterrupted travel to and from such club activities. |

## WHAT ARE YOU NOT COVERED FOR?

1. Bodily Injury or Property Damage caused by any activities not approved by AHSA.
2. Incidents occurring when you are involved in income-earning equestrian activities.
3. 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.
4. 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).
5. 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 AHSA well before your birthday so that they can seek approval to continue cover from insurers.
6. Any injury which results from any pre-existing condition.
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?

### Schedule of Benefits

Category 1

#### Section 1 - Lump Sum Benefits

Accidental Death – Insured Event 1 \$250,000

Insured Events 2 – 25 \$250,000

#### Section 2 - Surgical Lump Sum Benefits

Injury resulting in Surgery \$0

#### Section 3 - Weekly Benefits – Injury

Amount \$1,500

Excess period (Days) 21

Benefit period (Weeks) 104

Percentage of Salary 85%

#### Section 4

Fractured Bones Benefits – Injury \$1,000

#### Section 5

Dental Benefits - Injury \$500

#### Section 6 – Additional Benefits under the policy

Non Medicare Medical Expenses \$1,500

Excess \$50

Domestic Home Help 100% of expenses to a maximum of \$500 per week

Excess 7 Days

Benefit Period 26 Weeks

Student Education Assistance 100% of expenses to a maximum of \$500 per week

|  |   |
|--|---|
| Excess   | 7 Days  |
| Benefit Period   | 26 Weeks  |
| Transport to and from work benefit                           | \$25 per day for a maximum of 12 weeks              |
| Reimbursement of professional or membership fees             | \$250 per membership for a maximum of 2 memberships |
| Escalation benefit (Weekly benefit increase after 12 months) | 5% compound   |
| Return to work assistance                                    | \$5,000   |
| Twelve (12) weeks guaranteed payment                         | Included  |
| Exposure to the elements                                     | Included  |
| Disappearance  | Included  |

#### 018 Funeral Benefit

If during the insurance period an insured person suffers accidental death, insurers will pay all reasonably incurred funeral charges. The maximum amount they will pay is \$10,000.

#### **Death and Capital Benefits**

If, as a result of injury, an insured person suffers any of the insured events listed below insurers will pay the benefit set out below:

| <b>Insured Events</b>                            | <b>Percentage of Benefit Payable</b> |
|--|--------------------------------------|
| ▪ Accidental Death                               | 100%                                 |
| ▪ Permanent Total Disablement                    | 100%                                 |
| ▪ Permanent and incurable paralysis of all limbs | 100%                                 |
| ▪ Loss of sight in:                              |                                      |
| Both eyes  | 100%                                 |
| One (1) eye                                      | 100%                                 |
| ▪ Loss of Use of:                                |                                      |
| One or more limbs                                | 100%                                 |
| ▪ Loss of Use of:                                |                                      |

|   |      |
|---|------|
| The lens in both eyes   | 100% |
| Hearing in both ears  | 100% |
| <ul style="list-style-type: none"> <li>Permanent total Loss of Use four fingers and thumb of either hand</li> </ul> | 50%  |
| <ul style="list-style-type: none"> <li>Permanent total Loss of Use of four fingers of either hand</li> </ul>        | 50%  |
| <ul style="list-style-type: none"> <li>Permanent total Loss of Use of:</li> </ul>                                   |      |
| The lens in one (1) eye   | 60%  |
| Hearing in one (1) ear  | 20%  |
| <ul style="list-style-type: none"> <li>Burns:</li> </ul>  |      |
| Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body            | 80%  |
| <ul style="list-style-type: none"> <li>Permanent total Loss of Use of one thumb of either hand:</li> </ul>          |      |
| Both joints   | 30%  |
| One (1) joint   | 15%  |
| <ul style="list-style-type: none"> <li>Permanent total Loss of Use of fingers of either hand:</li> </ul>            |      |
| Three (3) joints  | 15%  |
| Two (2) joints  | 10%  |
| One (1) joint   | 5%   |
| <ul style="list-style-type: none"> <li>Permanent total Loss of Use of toes of either foot:</li> </ul>               |      |
| 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"> <li>Fractured leg or patella with established non-union</li> </ul>               | 10%  |
| <ul style="list-style-type: none"> <li>Shortening of leg by at least 5cm</li> </ul>                                 | 7.5% |

Refer to the Policy Wording for the full Schedule of Benefits.

## **Not Everything is Covered**

Not everything is covered by the policy. Some of the circumstances in which no benefits are payable at all include where loss results from self-inflicted injury, illegal acts, the use of alcohol or drugs, war or civil war, an insured person piloting an aircraft, participating in or training for a professional sport, pregnancy or childbirth, nuclear activity, AIDS or HIV, mental illness or a pre-existing condition.

There are also limitations on some benefits. It is important you read the policy wording together with the schedule so that you understand the extent of the cover and its limitations. You should specifically read the General Conditions and General Exclusions in the policy wording to make sure the cover we provide matches your expectations.

## **Taxation Implications**

Depending upon you or your company's entitlement to claim Input Tax Credits under this policy, insurers may reduce the payment of your claim by the amount of any Input Tax Credit.

A claim paid in respect of weekly benefits, for example under Section 4 (Weekly benefits -injury) in this policy, is subject to personal income tax and it is your responsibility to declare such benefit when completing your usual tax return.

Consult your tax accountant if you have any questions about your particular circumstances.

## **Conditions of the policy – YOUR RESPONSIBILITIES**

1. You should notify us in writing within thirty (30) days of the incident occurring or as soon as reasonably practical after the date of the occurrence and within the insurance period.
2. You must at your own expenses provide such certificates, information and other documentation as insurers may reasonable require.
3. The Insured Event must occur within three hundred and sixty-five (365) consecutive days of the date of the Injury.
4. 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.
5. 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.
6. The maximum amount payable for a Dependent Child is ten (10%) percent of the Compensation stated unless otherwise specified.
7. 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](mailto:equine@gowgates.com.au)

Phone: 02 8267 9999

Gow-Gates will validate your eligibility to claim with AHSA.

## **Responsibility for Clubs to have adequate insurance**

It is a responsibility of all Affiliate Clubs to ensure that you are adequately insured. The insurance policies provided by AHSA are an Affiliation benefit and are not designed to provide every individual Club with Comprehensive Cover for their own personal circumstances.

Additional Cover may be required in addition to the Affiliate Insurance. Examples of additional insurances include:

- Personal Accident and Income Protection
- Business insurance
- Motor Vehicle insurance
- Property insurance – Equipment, Farm Packs or Home and Contents
- Personal Accident and Income Protection insurance
- Travel Insurance
- Horse Mortality Insurance

If additional insurance is required, please contact Gow-Gates at [equine@gowgates.com.au](mailto:equine@gowgates.com.au) / 02 8267 9999.