



Junior Members' Insurance

(3 to 17 years of age)

www.equestrian.org.au

These notes have been produced to give direct Equestrian Australia Members a summary of cover provided under the EA Membership, but do not incorporate all the terms and conditions of the Master Policy.

The Master Policy held at the EA National Office which is available for further reference and takes precedent over anything contained in these notes.

Cover has been structured based on EFA disciplines, risk management procedures, rules and regulations. Acting outside these guidelines may prejudice your entitlement under the policy leaving you uninsured.

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

Equestrian Australia rules, regulations and risk management procedures must be followed at all times.

The cover afforded under the Personal Accident Master Policy commences on 30 June 2009 and terminates on 30 June 2010.

EA Junior Members' Personal Accident Insurance

This policy provides cover for Junior members of the Equestrian Australia for personal injuries sustained whilst engaged in recreational non-income deriving equestrian activities twenty-four (24) hours a day, seven (7) days a week.

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

- ✓ Practicing
- ✓ Training days
- ✓ Schools or clinics
- ✓ Sporting competition
- ✓ Whilst preparing horse for competition at home
- ✓ Lunging
- ✓ Pleasure Riding

Cover is NOT provided when you are:

- ✗ Traveling to and from any activity
- ✗ Being paid to ride
- ✗ Earning an income from the equine related activity (i.e. Horse Trainer / Agistment / Track rider)

A Junior Member is aged 3 – 17 years as at inception of the policy.

The following notes provide 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

Applicable to all Junior Members

<p>Death and Capital benefits as per Table of Benefits.</p> <p>_____</p> <p>Up to a maximum of \$12,500</p> <p>_____</p>
<p>Weekly benefits – Injury (Temporary Total Disablement)</p> <p>_____</p> <p>Not available. Other benefits applicable as shown.</p> <p>_____</p>

Income deriving equestrian activity means any horse related activity for which you receive any form of remuneration.

(i.e. Horse Trainer / Agistment / Track Rider)

This condition does not apply to EA-registered Coaches who are covered at all times whilst engaged in authorised coaching activities as described, regardless of whether income earning or not.

Authorised Coaching activities are:

- ✓ Providing tuition to EA members anywhere in Australia
- ✓ Providing tuition to members of EA-Insured affiliated clubs anywhere in Australia
- ✓ Providing tuition at training days of EA affiliated clubs
- ✓ Providing tuition at scheduled training days of Pony Clubs insured with **Aon** in Victoria, Tasmania, South Australia and Northern Territory.
- ✓ Providing tuition under an EA education program

If you are a Junior member who is gainfully employed and wish to cover your weekly income, you should contact your local EA State Branch Office to discuss upgrading your Insurance to a Adult Member.

Definitions

Cover is provided Worldwide, however, cover available under this policy whilst travelling overseas is limited and does not include things such as:

- ✗ Overseas Medical Expenses
- ✗ Travel delays
- ✗ Lost baggage
- ✗ Cancellation of flights

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

Refer to the separate Travel Insurance document located on the EA website for member benefits.

Additional Benefits

Applicable to all Junior Members

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 \$3,000.

Clothing Allowance

This policy covers equestrian related clothing up to a maximum of \$500, including riding boots and helmets, lost or damaged as a result of an accident where you required treatment administered by a qualified health care provider.

Home/Car Renovation

If you are entitled to benefits under Event 2 we will pay the costs of Home and Car Renovation up to a maximum of \$5,000.



Additional Benefits

Continued

Emergency Overseas Medical Expenses

If you suffer an injury as a result of an accident whilst outside the territorial limits of Australia we will pay for the cost of emergency medical treatment up to a maximum of \$5,000 (Australian Dollars) provided such treatment is certified necessary by a legally qualified medical practitioner.

Bed Care Coverage

If you are confined to hospital as a Bed Care Patient we will pay \$25 each day of confinement up to a maximum of \$2,000 provided such confinement is certified as necessary by a legally qualified medical practitioner and is under continuous care of a registered nurse and is for a continuous period of not less than seventy two (72) consecutive hours.

Emergency Accommodation

If you suffer an injury as a result of an accident and confined as a Bed Care Patient, we will pay \$50 for each day, up to a maximum amount of \$500 that a member of your immediate family is required to be accommodated at a location more than 100kms from their normal place of residence.

Funeral Expenses

In the event of accidental death the policy covers the expenses of burial or cremation or the cost of returning the members body or ashes to their country/place of residence up to a maximum of \$5,000.

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 \$3,500.

You are responsible for the first \$100 of each and every claim.

Expenses incurred within eighteen (18) months of 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 Contributions & Gap
- ✗ Private Health Contributions

Where any part of the medical expense is claimable through Medicare you are unable to claim reimbursement of the expense or 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.

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 are unable to attend classes we will pay for the costs incurred for home tutorial up to \$200 per week payable for a maximum period of 26 weeks provided that such fees:

Are paid to a professional qualified tutor who continues teaching you during the period of disability and;

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



Emergency Home Help

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 for a maximum period of 26 weeks provided that child minding services and domestic help are:

Carried out by persons other than members of your family or other relatives or persons permanently living with you and;

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

Out of Pocket Expenses

This policy covers reasonable out of pocket expenses incurred as a result of the injury, and will pay up to a maximum of \$1,000 payable upon 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 to obtain a claim form and return together with your supporting documentation.

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 18 months** of the date of your injury
- \$100 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

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 under Benefits for each insured member

Death & Capital Benefits (Applicable to all Junior Members)

1. Accidental Death	100%
2. Permanent Total Disablement (Where the member is a non-income earner 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. 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	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 who are earning an income up to 65 years of age)	Up to a maximum of \$50,000. The amount of the benefit is decided by us so that it is consistent with the benefit levels set out above. For example, if you lose a kidney, we will assess the impact of the injury and offer an amount of compensation.



EA Junior Members Personal Liability Insurance

This policy covers you 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 you should you be held liable for causing bodily injury or property damage to a third party, including whilst attending or participating in Equestrian Australia sanctioned and/or authorised Equestrian Australia activities involving Equestrian Australia disciplines.

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 must be referred to Aon as soon as possible.

Approved Equestrian Australia activities include:

- Eventing
- Dressage
- Carriage Driving
- Reining
- Tent Pegging
- Gymkhanas / Mounted Games
- Fundraising
- Trail / Social Rides
- Jumping
- Vaulting
- Endurance
- Show Horse
- Para-Equestrian
- Hunting
- Street Parades
- Administrative duties

Cover is also provided when you are:

- Being coached by an EA-Insured Registered Coach
- Attending EA educational programs
- Agisting your horse at a third party premise
- Attending EA-Insured affiliated club events
- Pleasure Riding

Cover does not apply

- 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
- to property owners

What is the Sum Insured?

\$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

Insurer – Lloyds of London

What do I do in the event of a claim?

"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.



Important Notices

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 Insurance Brokers Dispute Facility, a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from this office.

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.

Essential Reading of Policy Wording

A full copy of the policy is available for viewing at the EA National Office website www.equestrian.org.au.

It is absolutely essential that you should read this document without delay and advise Aon Risk Services Australia Limited in writing of any aspects which are not clear or where the cover does not meet with your requirements.

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.

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.

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 and www.equestrian.org.au

Cancellation or Non-renewal of Policy

In the event of cancellation, non renewal, avoidance or variation of the policy, the EA is required to notify members in writing within 14 business days prior to any such event.

Insured interest of a Member

Insured members access the cost by way of a statutory right under section 48 of the Insurance Contracts Act 1984 (Cth). As a result members are not a contracting insured (ie. they cannot cancel or vary the policy) and do not enter into any agreement with the Insurer. Neither the Insurer nor the EA hold anything on trust or for the benefit of such members.

Contact Details

For further assistance contact one of our specialised team members:



Aon Risk Services Australia Limited

Free Call 1800 806 493

Email : equestrian@eon.com.au