

# Insurance Summary

Campdraft Central Association Inc

 $10^{th}$  January  $2024-10^{th}$  January 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.

### PUBLIC AND PRODUCTS LIABILITY

Who?	What?	When?	
The Clubs, Committee Members, Judges, Trainers, Officials and Administrators,	Your legal liability to compensation to third parties for bodily injury or property damage.	Whilst acting on behalf of CCA or an CCA Affiliated Club, at CCA or CCA Affiliated	
	Limit of Liability - \$20,000,000	Club's approved events.	
	Excess:		
	\$2,500 of each & every Occurrence		
	• \$10,000 of each and every Occurrence in respect of Labour Hire/Contractors.		
	Territorial Limits: Anywhere in Australia		
Voluntary Workers	Your legal liability to compensation to third parties for bodily injury or property damage.	Whilst acting on behalf of CCA or an CCA Affiliated Club, at CCA or CCA Affiliated	
	Limit of Liability - \$20,000,000	Club's approved events.	
	Excess - \$2,500 of each & every Occurrence.		
	Territorial Limits: Anywhere in Australia		

Cover is afforded to all sanctioned CCA activities, including campdrafts, training days, club days, practice days, working bees, committee meetings and also includes:

- Challenges; provided they held in conjunction with at least one affiliated Campdraft and comply with CCA's judge rules, regulation requirements;
- Gymkhanas; provided they are held in accordance with CCA's Gymkhanas Policies & Procedures hosted By CCA
  Affiliated Committees
- Fundraising activities; which are to raise funds for your committee, or for a charitable cause. \*

<sup>\*</sup>Please note all businesses attending your events (such as food trucks / retail outlets etc) must have their own insurance in place to cover their business activities and must provide you with a copy of their own public and products liability insurance.

### Extensions

Extension	Sub-limits or Excesses		
<u>Leased or Rented Premises</u>			
Member 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		
Helmet Excess	\$15,000 each and every occurrence		
Each and Every Occurrence for Bodily Injury claims where a person was not wearing a helmet whilst mounted and this contributed to the injury which Compensation is sought			
Errors & Omissions			
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.	Limit of Liability - \$1,000,000  Excess - \$2,500 of each & every Occurrence.		
<u>Abuse</u>			
Your legal liability to pay compensation in respect of Sexual Abuse committed by a representative, member, Worker, volunteer or service provider.	Excluded		
Property in Your Care Custody or Control			
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 - \$30,000 any one cow \$100,000 in the aggregate Excess - \$5,000 of each & every Occurrence.		
Landowners' Indemnity			
The policy extends to cover any landowner whose land is used, hired, or passed over by the Member Club providing the use of the land is for the purposes of running a sanctioned Member Club or CCA event or activity only, subject to policy terms and conditions.	As per policy limits		
Contractual Liability and Indemnity to Principal			
<ul> <li>Coverage under this policy extend to:</li> <li>a. indemnify the Member Club against liability assumed by the Member Club; and</li> <li>b. indemnify the Principal (the third party whom which you have entered into the contract with) in the same manner as the Member Club in respect of the Principal's liability arising out of the actions of the Member Club.</li> </ul>	As per policy limits		

#### WHAT ARE YOU NOT COVERED FOR?

- 1. Bodily Injury or Property Damage caused by or arising from any activity not approved by Campdraft Central Association Inc's rules & regulations / disciplines.
- 2. Member Clubs are not covered to provide agistment, other than when directly associated with a particular event where the horses stay on the grounds for the purpose of attending that event only.
- 3. No cover is provided for personal accident for Members.
- 4. Cover for Veterinary Professional Indemnity and Malpractice is excluded.
- 5. As per all other Exclusions as detailed in the Policy Wording.

#### WHAT ARE YOUR RESPONSIBILITIES?

If an incident occurs which results in any of the following, you must notify Gow-Gates <u>immediately</u>, <u>whether or not a claim is</u> made against you:

- 1. A Third Party sustains a bodily injury
- 2. A Third Party sustains property damage
- 3. A Third Party's horse dies or is injured

It is your responsibility to notify Gow-Gates of an incident which may give rise to a claim in the future, regardless of your perceived severity of it at the time. You must cooperate with insurers and their legal team at all times.

If an incident occurs at a club event, then ensure an incident report form is completed in line with CCA's rules and regulations. Please note, the Incident Report must be completed by an appropriate person on behalf of the Member Club, and NOT the injured party / damaged property owner.

Obtain contact details of witnesses and advise Gow-Gates immediately. If insurers feel that statements need to be documented, we will contact you.

Failure to notify insurers immediately will compromise their position in the event of a claim.



### **VOLUNTARY WORKERS PERSONAL ACCIDENT**

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

#### WHEN ARE YOU COVERED?

Who?	What?	When?
All club directors, committee members and voluntary workers of the insured, aged under 85 years.	Aggregate Limit of Liability - \$1,000,000	Whilst an insured person is engaged in voluntary work or attending meetings authorised by and under the control of
	Excess - \$50.00	the insured (CCA) including direct travel to and from such authorised
	<ul> <li>Benefits / Additional Excesses –as per below table</li> </ul>	activities.

#### WHAT ARE YOU NOT COVERED FOR?

- There is no cover under any section of this policy where an insured person is participating in any form of camp drafting including participating in competitions or training for competitions.
  - Except as otherwise provided in this endorsement, the insuring clauses and all other policy terms and conditions shall have full force and effect.
- When you are involved in an activity which is not related to a CCA endorsed 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 benefits are payable under this policy for any insured event resulting in injury that has been directly or indirectly caused by arising out of, or in any way related to or connected with childbirth or pregnancy or any complications of these.
- 5. No cover is provided under the policy for insured events which occur on or after the date of the insured person reaches the age of eighty five (85) unless otherwise stated in the schedule.
- **6.** As per all other Exclusions as detailed in the Policy Wording.



### WHAT ARE YOU COVERED FOR?

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

### Schedule of Benefits

	Benefit	Income/ Expense Limitation	Excess	Deferral Period	Benefit Period
Section 1 – Lump Sum Benefits – Accidental Death and Disablement – Insured Events 1 to 25	\$75,000				
Section 2 - Weekly Injury Benefit	\$750	85%		7 Days	104 Weeks
Section 3 – Fractured Bones Benefit - Injury	\$3,000				
Section 4 – Dental Benefits – Injury	\$500				
Section 5 – Additional Benefits					
1. Non-Medicare Medical Expenses (Insured Persons aged up to 85 years)	\$1,500	100%	\$50		
2. Domestic Help Benefit	\$500	100%		7 Days	26 Weeks
3. Student Tutorial Benefit	\$500	100%		7 Days	26 Weeks
4. Transport to and from work benefit			\$25 per day f	or a maximun	n of 12 weeks
5. Re-Imbursement of professional or membership fees	\$	250 per membe	ership for a m	aximum of 2 r	nemberships
6.Escalation benefit (weekly benefit increase after 12 months)	5% compound				
7. Return to work assistance	\$5,000				
8. Twelve (12) weeks guaranteed payment	Included				
9. Exposure to the elements	Included				

10. Disappearance	Included	
11. Funeral Expenses	Not Included	
12. Modification Expenses	Not Insured	
13. Bed Care Benefit	\$50 per day to a maximum of thirty (30) consecutive days	

### WHAT ARE YOU COVERED FOR

### AS AN AFFILIATED CLUB/COMMITTEE:

The following cover is automatically provided as a part of affiliation:

- Public Liability \$20,000,000.00; this is legal liability cover following property damage or personal injury, where negligence by your committee/club or a committee member has been claimed and/or proven (as an example you host an event and you have faulty equipment and a member sustains an injury). The policy will respond to protect the committee or committee member in regards to both legal defence costs and any damages awarded if found liable. The excess for a claim of this type is \$2,500.00 (\$15,000.00 where the absence of a helmet contributed to injury).
- Errors & Omissions \$1,000,000.00; this is cover for instances where your decisions as a committee or as a committee member have been claimed to and/or proven to have resulted in third party financial loss ( as an example a sponsor claims they suffered financial loss as a result of you not erecting their signage as part of you obligations with them). The policy will respond to protect the committee or committee member in regards to both legal defence costs and any damages awarded if found liable. The excess for a claim of this type is \$2,500.00).
- Voluntary Workers \$1,000,000.00; coverage provided is for any injury you may incur as a result of volunteering, not just for committees and committee members, but for any person undertaking unpaid work on behalf of a CCA affiliated club/committee. The policy would respond with cover for medical expenses and loss salary/wages. The excess for a claim of this type is \$50.00.

#### **CCA AFFILIATED MEMBER:**

- Public Liability \$20,000,000; this is legal liability cover following property damage or personal injury, where negligence by your committee/club or a committee member has been claimed and/or proven (as an example, you fail to control your horse resulting in third party injury or property damage) The policy will respond to protect the committee or committee member in regards to both legal defence costs and any damages awarded if found liable. The excess for a claim of this type is \$2,500.00 (\$15,000.00 where the absence of a helmet contributed to injury).
- Voluntary Workers \$1,000,000; this is cover for any injury you may incur only as a result of volunteering, not competing or otherwise (as an example, you are a volunteer and you get knocked over and are injured) The policy would respond with cover for medical expenses and loss salary/wages. The excess for a claim of this type is \$50.00.

Your CCA Membership <u>doesn't</u> include personal accident cover or income protection whilst competing or attending an event as a member, however it can be additional purchased – please contact Gow Gates Directly to discuss further.

### **CCA JUDGE:**

• Public Liability \$20,000,000; this is legal liability cover following property damage or personal injury, where negligence by you as a judge has been claimed and/or proven (as an example, as a judge you failed to prevent a an intoxicated member from competing) The policy will respond to protect the judge in regards to both legal defence costs and any damages awarded if found liable. The excess for a claim of this type is \$2,500.00 (\$15,000.00 where the absence of a helmet contributed to injury).

• Errors & Omissions \$1,000,000; this is cover for instances where your decision as a judge was claimed and/or proven to have caused third party financial loss (as an example a member suffered a financial loss due to a Judge incorrectly interpreted the rules resulting in the incorrect award of placings). The policy will respond to protect the judge in regards to both legal defence costs and any damages awarded if found liable. The excess for a claim of this type is \$2,500.00

### **CATTLE OWNERS / DONORS:**

- \$20,000,000.00 cover for cattle donors. Due to the nature of the sport, we have arranged special coverage for cattle donors, meaning that if one or more of a donor's cattle were to cause third party injury or damage, the policy will respond to protect the donor in regards to both legal defence costs and any damages awarded if found liable. The excess for a claim of this type is \$2,500.00 (\$15,000.00 where the absence of a helmet contributed to injury).
- \$100,000.00 cover for donated cattle in the event of loss whereby negligence by a committee member or committee has been claimed and/or proven. The policy will respond to protect the committee member /committee in regards to both damages and legal defence costs awarded if found liable. The excess for a claim of this type is \$5,000.00 (\$30,000 any one beast / cow).

### 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

Phone: 02 8267 9999

Gow-Gates will validate your membership status with CCA.

## **General Responsibilities for Clubs**

Ensure you have adequate insurance

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

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

- Liability Insurance to run activities at the Club not covered under the CCA insurance (for example, agistment or ground hire)
- Property insurance Equipment, Club Houses, Motor Vehicles etc.
- Members Personal Accident cover.

If top-up insurance is required, please contact Gow Gates on

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