

# SCHEDULE OF COVER Personal Accident

**OUR REFERENCE** 

10110033

**INSURER POLICY NUMBER** 

500000/08/2016/077

#### Name of Insured:

Harness Racing New South Wales, Harness Racing New South Wales Industry Fund, Harness Racing New South Wales Race Course Development Fund, Australian Pacing Gold Ltd, Tabaret Management Pty Ltd, Tabaret Holdings Limited and Tatts Group, Integrity Auditor (in respect of their involvement with Harness

Racing New South Wales activities only), Investigators (in respect of their involvement with Harness Racing New South Wales activities only), licensed drivers, licensed trainers, stable hands, stewards, swab attendants,

starters, mini and maxi trot licensees, stewards/officials from interstate in respect of their involvement with Harness Racing New South Wales, Mini Trot Clubs, veterinarian employees of HRNSW and veterinarian contractors and assisting staff in respect of advice and activities (including taking of swabs and microchipping), affiliated bodies/clubs (listing attached), together with all members, coaches, officials, first aid personnel, administrators, voluntary workers, freeze branders, work experience personnel whilst engaged in HRNSW activities, and licensed visitors from interstate and/or overseas whilst competing in events sanctioned by the Insured.

## **Insured Persons:**

Category 1 - Licenced Trainers, Drivers, Monte Riders, Nominated Voluntary Stable Hands of Harness Racing New South Wales including licenced visitors from interstate and/or overseas whilst

competing in events sanctioned by the Insured.

Category 2 - Harness Racing NSW management, employees, all voluntary

workers and support committee members of the Insured whilst engaged in voluntary work or travelling directly to or from such work, stewards, swab attendants, starters, freeze branders, stewards/officials from interstate in respect of their involvement with Harness Racing New South Wales, veterinarian employees and any other person in respect of their involvement with Harness Racing NSW in a representative

capacity.

Category 3 - All attendant licence holders and under 14 years Stable hands

of the Insured.

Category 4 - All mini and maxi trotter participants of the Insured.

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#### Description of Business:

Principally but not limited to the management of Harness Racing in NSW, including racing, trialling and training of harness racing horses by licensed drivers, attended licence holders, Trainers and Stable hands, show racing, registered clubs operations in respect of any Harness Racing Business including but not limited to:

Operators of Raceways including licensed premises, Retention Barn, Training Centres,, Training and education of industry participants, Club House, Bar, Bistro, Beer Garden Lounge/Games room, Management, Totalisator Operations, Trialling Sales, Mini Trot Come and Try Days, Mini Trot rides, Dual Sulky rides, Fundraising, Promotion, rides in starting mobile and organisation of Harness Racing in Australia, property owners and all associated/sanctioned activities undertaken by the insured.

#### Note:

A sanctioned activity means an activity involving the direct use and or handling of standardbred horses including training and working horses, maintenance to the surface of a privately owned training track,

driving at approved shows, gymkhanas and trials and direct travel to such events, trials, shows, training and gymkhanas. A sanctioned activity does not mean activities such as maintenance work to plant, equipment or the building or maintenance of stables, fences or other structures. No cover applies when participating in races at meetings where Workcover or any statutory insurances applies i.e. TAB betting on the race or any other time when Workcover applies

## Period of Insurance:

From: 4.00pm 1st September 2018 To: 4.00pm 1st September 2019

Both Local Standard Time at the Insureds Australian head office.

## Scope of Cover:

Covering all Insured Persons anywhere in the world whilst participating in any recognised and sanctioned activity directly associated with the sport of harness racing, including necessary travel to and from such activities.

## Aggregate Limit of Liability:

\$10,000,000 any one Category any one period of insurance.

## Age Limit:

5 up to and including 90 years

## Geographic Limits:

Worldwide



Sums Insured:

Lump Sum Benefits:

Accidental Death and Capital Benefits
Category 1

Maximum Benefit \$250,000

- Insured Persons without Dependants Accidental Death Benefit reduced to \$50,000
- Insured Persons aged up to 76-90 years Accidental Death Benefit \$10,000; Permanent Total Disablement Deleted
- Events 3 -19 Maximum benefit \$50,000

Category 2

\$250,000

- Insured Persons without Dependants Accidental Death Benefit reduced to \$50,000
- Insured Persons aged up to 76-90 years Accidental Death Benefit \$10,000; Permanent Total Disablement Deleted Events 3 -19 Maximum benefit \$50,000

Category 3

\$100,000

Accidental Death Benefit \$25,000

Category 4

\$100,000

Accidental Death Benefit \$25,000

## Notes:

1. Should an Insured Person turn 91 years within the policy period, coverage will continue until the expiry date of the policy at which time all cover with respect to the Insured Person shall cease.

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## Section A Capital Benefits:

Death	% of Maximum Benefit
1. Death	100%
Permanent Disability	% of Maximum Benefit
2. Permanent total disablement	100%
3. Paraplegia / Quadriplegia	100%
4. Permanent and Incurable paralysis of all limbs	100%
5. Permanent total loss of sight of both eyes	100%
6. Permanent total loss of sight in one eye	100%
7. Permanent Total loss of use of two limbs	100%
8. Permanent Total Loss of one limb	100%
9. Permanent and incurable insanity	100%
10. Permanent total loss of hearing in	
(a) both ears	80%
(b) one ear	20%
11. Permanent total loss of lens in one eye	60%
12. Permanent Total Loss of four fingers and thumb of	
either hand	80%
13. Permanent Total loss of use of four fingers of	
either hand	50%
14. Permanent Total Loss of use of one thumb of either hand	
a) both joints	30%
b) one joint	15%
15. Permanent Total Loss of use of fingers of either hand:	10%
a) three joints b) two joints	7.5%
c) one joint	7.5% 5%
16. Permanent Total Loss of use of toes either foot:	3%
a) all û one foot	18%
b) both joints	5%
c) one joint	3%
d) each toe	1%
17. Fractured Leg or patella with established non-union	10%
18. Shortening of leg by at least 5cm	7.5%
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## Notes:

1. Permanent Disability not otherwise provided for: It is agreed that Permanent Disability not otherwise provided for is included. An amount that we shall in the Insurers absolute discretion determine and being in their opinion not inconsistent with the benefits provided under Events 10 to 18 Inclusive. Limited to a maximum amount of 75% of the Capital Sum Benefit shown in the schedule.

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Section A - Weekly Benefits

Category	Maximum Amount	Excess Period Maximum Benefit Period	% of Salary
1	\$1,000	7 days 104 weeks	85%
2	\$3,000	7 days 104 weeks	85%
3	-	Nil Loss of Income	
4		Nil Loss of Income	

#### Notes:

Category 1 and 2 The sports policy pays a Weekly Benefit in respect of loss of income of up to \$600 per week (dependent on actual average weekly earnings proven) following the expiry of the 7 day policy excess period for a period of up to 104 weeks depending on medical certification.

The cover under this section pays 100% of the Members actual weekly income, up to a maximum of \$600 per week, subject to a 7 day deferral period. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 104 weeks whichever is the lesser.

Temporary Partial Disablement û 25% of the amount payable for Temporary Total Disablement.

## Additional Benefits:

## 1. Student Assistance Benefit

Reimbursing 100% of costs incurred for home tutorial expenses, travelling expenses etc. to assist full time students.

Weekly Benefit \$300 Excess Period 7 days Maximum Benefit Period 104 weeks

## 2. Home Help Benefit (Non Income And Income Earners)

Reimbursing 100% of costs incurred for child minding, ironing, washing, cooking, cleaning etc.

Weekly Benefit \$300 Excess Period 7 days Maximum Benefit Period 104 weeks

# 3. Injury Assistance Benefit (Non Income and Income Earners)

Reimbursing 100% of the cost incurred for expenses directly related to the disablement including cost incurred to maintain horse training whilst medically unfit to do so under direct of a doctor.

Weekly Benefit \$1,000
Excess Period 7 days
Maximum Benefit \$13,000
Maximum Benefit Period 104 weeks

#### 4. Non-Medicare Medical Expenses

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Paying up to the insured percentage reimbursement for all Non-Medicare expenses incurred as a result of the injury. Should the insured person be insured by Private Health Insurance, or be entitled to receive reimbursement from any other source, the reimbursement will be the amount by which the Non-Medicare expenses exceed the benefit the insured person is entitled to receive

from his/her Private Health Insurer or other source, to the maximum benefit per injury, less the excess.

Benefit Percentage 100%
Maximum benefit per injury \$10,000
Excess \$50
Maximum Benefit Period 104 weeks

## 5. Bed Care/Extra Cash

Payable if as a result of an accident you are confined to a bed for a period of not less than 48 hours under the direction of a doctor.

Weekly Benefit \$300 Maximum benefit period 104 Weeks

## 6. Emergency Transport

Emergency Transport Expenses incurred as a result of sustaining an injury during the period of cover.

Maximum benefit payable \$3,000.

#### 7. Funeral Expenses

Paying expenses of burial or cremation or the cost of returning the insured persons body or ashes to their country of residence following accidental death.

Maximum benefit payable \$10,000

#### 8. Rehabilitation Expenses

Paying expenses incurred following an injury payable under section A of the policy for tuition, advice and/or treatment from a licenced vocational school or occupational rehabilitation institution, excluding benefits payable via Medicare or any private health fund.

Maximum benefit payable 25% of injury annual benefit as stated in the schedule or 10,000 whichever is the lesser

9. Injury Resulting In Loss Of Teeth Or Dental Procedures Injury resulting in loss of teeth or dental procedures, which occur within twelve months of the incident.

Loss of teeth or full capping of

Teeth Per Tooth 100% Partial Capping of Teeth Per Tooth 50%

Maximum Benefit \$5,000. Limited to \$250 Per tooth

## 10. Reconstruction Vehicle/Home Benefit

Events 2-7 of Part A Lump Sum Benefits, we will pay up to 80% of the cost incurred for the installation of home or vehicle improvements at the insureds normal place of residence or insureds vehicle up to a maximum of \$1,500 (where directed by a medical practitioner).

#### 11. Damage To Clothing And Equipment Benefit

Reimbursement of essential racing equipment such as clothing, helmets, up to a maximum of \$1,000.

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#### 12. Broken Bones Benefit

This policy is extended to provide compensation for the following broken/fractured bones resulting directly from an injury and occurring within twelve months of the date of such injury. The Sum Insured is \$5,000 or the percentage of the Sum Insured detailed below:

Neck, Spine (Complete Fracture)

Hip, Pelvis, Skull

Leg, Ankle, Knee, Shoulder Blade, Collar Bone

Cheekbone, Jaw, Arm, Elbow, Wrist

Hand, Foot

Nose, Finger, Thumb, Toe, Ribs (Per finger, thumb, toe, rib)

5%

The maximum benefit payable for any one injury resulting in fractured bones shall be \$5,000.

13. Overseas Medical Expenses (Not Insured)

Note: The AGGREGATE LIMIT OF LIABILITY, NON SCHEDULED FLIGHT LIMIT BENEFITS PAYABLE apply in excess of any applicable EXCESS PERIOD

#### ANNUAL AGGREGATE DEDCUTIBLE

It is hereby noted and confirmed that the POLICY has an annual aggregate deductible of \$250,000 which is payable by the POLICY HOLDER in the event of a claim or series of claims prior to the BENEFIT being payable by US.

Except as otherwise provided in these endorsements, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

#### SANCTIONED ACTIVITY DEFINITION

A sanctioned activity means an activity involving the direct use and or handling of horses including training and working horses, maintenance to the surface of a privately owned training track, driving at approved shows, gymkhanas and trials and direct travel to and from such events. A sanctioned activity does not mean activities such as maintenance work to a plant, equipment or the building or maintenance of stables, fences or other structures. No cover applies when participating in race meetings where Workcover applies i.e. TAB betting on the race or any other time when Workcover applies.

#### DAMAGE TO CLOTHING AND EQUIPMENT

It is hereby noted and confirmed, WE will cover the reimbursement of essential racing equipment such as clothing and helmets up to a maximum of \$1,000 per COVERED PERSON.

An EXCESS of \$250.00 per item applies.

## Age Limit Extension

 $\operatorname{I\bar{t}}$  is hereby noted and confirmed that the Age Limit under this POLICY is 90 years of Age.

# Applicants Aged 76 to 90 Years:

Insured persons aged 76 years up to and including 90 years of age are covered for the following events

Events 1 Maximum benefit \$10,000

Events 2 Is deleted

Events 3-20 Maximum benefit \$50,000

Note: Should the insured turn 91 within the policy period coverage will continue until the expiry date of the policy at which time all cover with respect to the insured person shall cease.

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## **Exclusions:**

Excluding events resulting from neurosis, psychosis, mental emotional, stress or anxiety condition; physical fatigue and/or associated disease or disorder.

Excluding insured persons under the influence of intoxicating liquor, having a blood alcohol content over the prescribed limit whilst driving, or being under the influence of any other drug, unless prescribed by a doctor and taken in accordance with a doctors advice.

#### Excluding:

- a) Any condition for which a doctor, treatment or medication was consulted, prescribed or administered prior to the commencement of the policy.
- b) A condition, the manifestation or symptoms which a reasonable person in the circumstances would be expected to be aware of at the commencement of the policy period.
- c) Any condition known to the insured prior to the commencement of the policy period.

#### Insurer:

ARCH UNDERWRITING AT LLOYDS (AUSTRALIA) PTY LTD.
ABN 27 139 250 605
FOR AND ON BEHALF OF ARCH SYNDICATE 2012 AT LLOYDS

Policy Wording: ARCHPDSGPAS201504V1

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**OUR REMUNERATION** 

We will receive commission from the insurer identified above of \$10,340.00 inclusive of GST.

**COOLING OFF PERIOD** 

If you decide that you do not require the insurance policy we have recommended, you have 14 days (or longer if the insurer allows it) from the earlier of the date you receive confirmation of the insurance contract and the date it was arranged, to change your mind. Check the Product Disclosure Statement and/or the product issuer's Policy Wording for details. If you do not want the insurance, you must tell us in writing that you wish to return the insurance contract and have the premium refunded.

If you do so the insurance contract will be terminated from the time your insurer was notified. The insurer may retain its reasonable administration and transaction costs and a short-term premium.

You cannot return the contract of insurance if it has already expired or if you have a made a claim against it.

**IMPORTANT NOTICE** 

You should refer to the Product Disclosure Statement which contains information about this particular financial product to help you make an informed decision in regard to this product.

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Arthur J. Gallagher & Co (Aus) Limited

ABN 34 005 543 920 AFSL 238312

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PARRAMATTA NSW 2124

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22 August 2018

W ajg.com.au

Harness Racing New South Wales
PO Box 1034
BANKSTOWN NSW 1885

## STATEMENT OF ADVICE

This is an important document. You should read it carefully and ensure that you understand it including the attached schedules and other documents. If you do not understand or disagree with anything immediately contact your insurance Adviser

## When do we provide you with a Statement of Advice?

You are entitled to receive a Statement of Advice (SoA) whenever we provide you with any personal advice. Personal advice is any advice that takes into account any one or more of your objectives, financial situation and needs.

This SoA is a record of personal advice provided to you and includes information on the basis on which this advice is given, information about fees and commissions and any interests or associations which might influence the advice.

Our Adviser has reviewed your insurance cover (financial product) with you and has recommended renewal, subject to any amendment and/or alteration agreed to. Any such amendment and/or alteration is reflected in the attached schedule. You should also refer to the Product Disclosure Statement which contains information about this particular financial product to help you make an informed decision in regard to renewal of this product.

## The advice referred to in this SoA has been given by:

Arthur J. Gallagher & Co (Aus) Limited ABN 34 005 543 920 Australian Financial Services Licence No. 238312 Adviser: Sport NSW Level 5, 88 Phillip Street Parramatta NSW 2150

Telephone: (02) 8838 5700 Fax: (02) 8838 5701

Email: sportnsw@ajg.com.au

Your relevant personal circumstances:

Details about your personal circumstances, needs and objectives, relevant to the advice given during the review of your insurance cover are reflected in the attached schedule.

The review revealed your need to:

## **IMPORTANT NOTICE**

Please note that we asked you those questions that we believe are relevant to the advice you require. If any of the information you have provided is incomplete or incorrect, we will be unable to properly consider your needs. You should assess the appropriateness of our advice in regard to the renewal of your insurance cover and you should consider the Product Disclosure Statement in any such assessment.

#### Scope of advice:

As a professional insurance broker, we research the insurance market regularly to identify those insurers

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and insurance products which we believe are superior and will best meet the needs of the majority of our clients. We prefer to deal with insurers who have a demonstrated and proven track record in claims handling and administration, who offer products with a broad policy coverage, good financial security and reasonable pricing.

When we advise our clients we do not conduct a full analysis of the insurance market. We recommend a product from the list of insurers who meet the above criteria. When we advise you, we will recommend a product from that list after taking into account your particular needs and circumstances. If none of the products on our list are appropriate for your particular needs and circumstances, we will tell you.

#### The advice:

We have recommended to you that you instruct us to renew the insurance cover, subject to any amendments and/or alterations, as specified in the attached schedule for your situation.

#### We believe this insurance contract is suitable because you require:

#### Our remuneration:

You have instructed us to renew the policy recommended, and we will:

- Receive commission from the insurer identified in the attached schedule of \$10,340.00 inclusive of GST
- Charge you a broker fee of \$58,647.00 inclusive of GST

Our employee(s) or Adviser(s) who will assist you to arrange the recommended policy are usually paid in two ways - salary and a bonus incentive based on performance including the achievement of Company goals. They may also receive small gifts and gratuities from individual insurers, however it is Company policy that our employee(s) or Adviser(s) may not accept gifts or gratuities greater than \$100 over a six month period from any single supplier.

Gallagher has received and continues to receive other benefits from insurers we do business with such as sponsorship of conferences, training and invitations to social business functions. These benefits may change from year to year. In the past, individual insurers have sponsored our conferences by contributing up to \$50,000 towards the cost of holding the conference. This represents less than \$1 per \$200 (<0.5%) of the income received from these insurers.

## Important relationships or associations:

Should you require further information regarding our Important Relationships, privacy, our Management of Conflict of Interest or how we earn our Remuneration, please visit the Gallagher website at <a href="https://www.ajg.com.au">www.ajg.com.au</a> or contact your Adviser.

## Other important information

## Cooling off period

If you decide that you do not require the insurance policy we have recommended, you have 14 days (or longer if the insurer allows it) from the earlier of the date you receive confirmation of the insurance contract and the date it was arranged, to change your mind. Check the Product Disclosure Statement for details. If you do not want the insurance, you must tell us in writing that you wish to return the insurance contract and have the premium refunded.

If you do so the insurance contract will be terminated from the time your insurer was notified. The insurer may retain its reasonable administration and transaction costs and a short-term premium.

You cannot return the contract of insurance if it has already expired or if you have a made a claim against it

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Thank you for entrusting your insurance needs to us. Please call if you have any questions.

Yours faithfully,

Arthur J. Gallagher & Co (Aus) Limited

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