

# **Policy Schedule**

# **Group Personal Accident Only**

Insured:

Harness Racing New South Wales, Harness Racing New South Wales Industry Fund, Harness Racing New South Wales Race Course Development Fund, Tabcorp Holdings Limited, Hawkesbury Owners & Trainers Trotting Association Inc, Harness Racing Industry Consultative Group, Harness Racing Clubs Committee, Harness Breeders NSW, NSW Standard Owners Association, United Harness Racing Association, NSW Mini Trotting Association, Graduation and Penalty Free Association, Trotters Association of NSW, District Associations North East District Association, North West District Association, south West District Association, Western Districts Association, Integrity Auditor and HRNSW Appeals Panel (in respect of their involvement with Harness Racing New South Wales matters only), Investigator and Compliance Officers (in respect of their involvement with Harness Racing New South Wales matters only), licensed drivers, licensed trainers, stable hand's, stewards, swab attendants starters (if contracted and/or employed by HRNSW and/or nominated and declared club), 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 (including taking of swabs and microchipping) given to registered clubs of Harness Racing NSW only at race meetings or if engaged to undertake specific tasks, affiliated bodies/clubs (listing attached), together with all members, coaches, officials, first aid personnel, administrators, voluntary workers, freeze branders, work experience personnel whilst licensed by the appropriate licensing authority whilst engaged in HRNSW activities, and licensed visitors from interstate and/or overseas whilst competing/Organising with in events sanctioned by the Insured.

and/or related corporations (as defined under the Corporations Law) now existing or hereafter constituted or acquired and social and sports clubs (including their committees and officers from time to time) and the trustees of superannuation funds and/or welfare organisations as sociated with the named Insured; all for their respective interests, rights and liabilities and to the extent that they are not more specifically insured.

**Policy Number:** 202112-15050R1

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HDI Global Specialty SE – Australia is a branch of HDI Global Specialty SE (ABN 58 129 395 544) T +61 2 8373 7580 www.hdi-specialty.com

Authorised by Bundesanstalt für Finanzdienstleistungsaufsicht, and regulated in Australia by the Australian Prudential Regulation Authority Registered office: Podbielskistrasse 396, 30659 Hannover, Germany Commercial Register. Hannover, Germany Company Number. HRB 211924 Board of Directors: Ulrich Wallin/Chairman Executive Directors: Ralph Beutter/CEO, Andreas Bierschenk, Thomas Stöckl, Richard Taylor, Thomas Barenthein



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 undertaking Harness Racing NSW activities 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 stable hands of the Insured.

Category 4

All mini and maxi trotter participants of the Insured.

**Period of Insurance:** From: 31 December 2022 at 4:00pm local standard time

To: 31 December 2023 at 4:00pm local standard time

at the Insured's Australian head office

**Arrangement Date:** 1 December 2022

Broker: Arthur J. Gallagher

**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.

Territorial Limits: Worldwide

Insurer: HDI Global Specialty SE - Australia

Policy Wording: HDI Global Specialty SE - Australia, Group Personal Accident Only (GPA0

01102021)

**Premium:** As Agreed

GST: As Agreed

Stamp Duty: As Agreed

Total: As Agreed



\$10,000,000

# **Schedule of Benefits**

Maximum Age Limit: (sub-limits may apply) 90 years

Minimum Age Limit: (sub-limits may apply) 5 years

Aggregate Limit of Liability per any one Category any one Periodof In-

surance:

Aggregate Limit of Liability per Event for Charter/Non-scheduled flights: Nil

Aggregate Limit of Liability per Event for Nuclear, Biological, Chemical \$1,000,000

Terrorism:

Policy Currency: AUD

Lump Sum Benefits	Category 1	Category 2	Category 3	Category 4
Lump Sum Injury and Death Benefits	\$500,000	\$500,000	\$100,000	\$100,000
Insured Persons without Dependent Children Accidental Death Benefit	\$50,000	\$50,000		
Insured Persons aged up to 76-90 years without Dependent Children Accidental Death Benefit	\$10,000	\$10,000	\$25,000	\$25,000
Insured Persons aged up to 76-90 years without Dependent Children Permanent Total Disablement Benefit	Not Covered	Not Covered	Not Covered	Not Covered
Insured Persons aged up to 76-90 years without Dependent Children Insured Events 3-18	\$50,000	\$50,000	Not Covered	Not Covered

Weekly Injury Benefits	Category 1	Category 2	Category 3	Category 4
Weekly Injury Benefit	\$3,000	\$3,000	Not Covered	Not Covered
Income Limitation	85%	85%	Not Covered	Not Covered
Deferral Period	7 days	7 days	Not Covered	Not Covered
Benefit Period				
Insured Persons aged up to 59 years	104 weeks	104 weeks	Not Covered	Not Covered
Insured Persons aged 60-75 years	52 weeks	52 weeks		
Insured Persons aged 76-90 years	26 weeks	26 weeks		

Category 1 and 2 the 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 benefit period of up to 104 weeks depending on medical certification.

The cover under this section pays 100% of the Insured Persons 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 – 25% of the amount payable for Temporary Total Disablement.



# Endorsements

# 1) Lump Sum Injury and Death Benefits

	Insured Events	Percentage of Maximum Benefit Payable
1.	Accidental Death	100%
2.	Permanent Total Disablement	100%
3.	Permanent Quadriplegia or Paraplegia	100%
4.	Permanent and incurable paralysis of all Limbs	100%
5.	Permanent total loss of sight in 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 Use 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:	
	(a) three joints	10%
	(b) two joints	7.5%
	(c) one joint	5%
16.	Permanent total Loss of Use of toes of either foot:	
	(a) all 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%



#### 2) Unspecified Permanent Disablement Benefit

If, during the Period of Insurance an Insured Person, suffers a Permanent Disablement which is not listed as an Insured Event:

We will pay a percentage of the Maximum Benefit for Lump Sum Injury and Death Benefits shown on Your Policy Schedule calculated as a percentage of a whole person impairment solely determined by Us. The maximum We will pay for this Benefit for any one (1) Insured Person is 75% of the amount shown in the Policy Schedule for 'Lump Sum Injury and Death Benefits'.

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise:

#### Conditions of the Unspecified Permanent Disablement Benefit

- 1. The Insured Event must occur within twelve (12) months of the date of the Injury.
- 2. We will not pay a 'Lump Sum Injury and Death Benefits' for more than one(1) of the Insured Events in respect of the same Injury. If one (1) Injury causes two (2) or more Insured Events, We will only pay the highest of those Insured Events Benefits.
- 3. We will not pay Benefits unless the Insured Person obtained correct medical advice from a Medical Practitioner as soon as possible after the happening of any Injury.

#### Exclusions applicable to the Unspecified Permanent Disablement Benefit

- 1. No Benefits are payable for any Injury which is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
- 2. No cover is provided for the Insured Event 'Permanent Total Disablement' for Insured Persons who are:
  - a) 76 years of age or older; or
  - b) the age shown in the Policy Schedule against 'Maximum Age Limit'; whichever is lower
- 3. Pre-Existing Condition or connected with a Pre-Existing Condition.

#### 3) Student Assistance Benefit

It is hereby noted and confirmed that wherea Benefit is payable under the Policy and where the Insured Person requires home tuition by a qualified tutor to replace existing tutorage outside of the home, when certified by a Medical Practitioner, We will pay 100% of all actual reasonable incurred charges for the costa tutor to a maximum weekly Benefit of \$300, for a maximum benefit period of one-hundred and four (104) weeks. An Excess period of seven (7) days applies.

# 4) Home Help Benefit (Non Income and Income Earners)

Where a Benefit is payable under the Policy and where the Insured Person requires domestic assistance as certified by his or her treating Medical Practitioner, We will pay 100% of all actual and reasonable expenses for the services of a recognized and licensed provider of domestic home help services as applicable to the Insured Person, up to a maximum weekly benefit of \$300, for a maximum benefit period of one-hundred and four (104) weeks. An Excess period of seven (7) days applies.

For the purposes of this Benefit, domestic assistance means the usual and normal duties undertaken by the Insured Person as a home maker, sole provider for dependent children, such as child minding, cleaning, cooking, school pick up and drop offs.

#### 5) Injury Assistance Benefit (Non Income and Income Earners)

It is hereby noted and confirmed that wherea Benefit is payable under the Policy and where the Insured Pers on requires assistance to maintain horse training activities as certified by his or her treating Medical Practitioner, We will pay 100% of all actual reasonable incurred charges for the cost of a replacement trainer to a maximum weekly Benefit of \$1,000 for a maximum benefit period of one-hundred and four (104) weeks. The maximum amount payable



under this Benefit is \$13,000. An Excess period of seven (7) days applies.

#### 6) Home, Workplace and Vehicle Modification Benefit

In the event an Insured Person suffers an Injury which results in a valid claim for any of Insured Events 2-13, We will pay a Benefit to a maximum of \$10,000 per Insured Person per Period of Insurance for costs necessary to modify the Insured Person's home, vehicle, or work, provided that all modifications are certified necessary by the Insured Person's treating Medical Practitioner or rehabilitation provider.

### 7) Non-Medicare Medical Expenses Benefit

Should an Insured Person suffer an Injury which results in any of Insured Events 2-18, We will pay up to the insured percentage reimbursement for all Non-Medicare Medical 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 Medical Expenses exceed the Benefit the Insured Person is entitled to receive from his or 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 each and every claim
- Maximum Benefit Period 104 weeks

#### 8) Bed Care Benefit

Should an Insured Person be confirmed to bed and under the care of a registered nurse, who is not a member of the Insured Persons family, as a result of a valid claim for any Insured Event under the Policy, and for a period of not less than seven (7) days as certified as medically necessary by a Medical Practitioner, We will pay the Insured Person a maximum Benefit of \$50 per day for a maximum benefit period of three hundred and sixty-five (365) days post the 7th day of confinement.

This Benefit does not extend to include any confinement whilst in an institution used as a nursing or convalescence home, a place of rest, a geriatric ward, mental institution, rehabilitation or extended care facility or centre for the treatment of alcohol or drug abuse.

### 9) Emergency Transport Benefit

It is hereby noted and confirmed that where a Benefit is payable under the Policy and where the Insured Person requires emergency transport as a result of sustaining an Injury during the Period of Insurance, We will pay 100% of all actual reasonable incurred charges for the cost of such emergency transport up to a maximum of \$3,000.

This Benefit does not include:

- payment for any health services which within the meaning of the Commonwealth Private Health Insurance Act 2007 or the Private Health Insurance (Health Insurance Business) Rules 2009 would constitute the carrying on of health insurance business.

This includes the gap between any Medicare rebate and the actual expense incurred or any expense which is claimable against Medicare or any private health insurance fund.

Except as otherwise provided in this endorsement, the Insuring Clause and all other Policy terms and conditions shall have full force and effect.

#### 10) Funeral Expenses Benefit

Where there is a valid claim for Insured Event 1 - Accidental Death and a claim has been accepted by Us, We will pay a benefit up to a maximum sum of \$10,000 for the Funeral Expenses incurred.



#### 11) Damage to Clothing and Equipment Benefit

It is hereby noted and confirmed, We will cover the reimburs ement of essential racing equipment such as clothing and helmets up to a maximum of \$1,000 per Insured Person. An Excess of \$250.00 per item applies.

#### 12) Retraining and Rehabilitation Expenses Benefit

If, during the Period of Insurance an Insured Person suffers an Injury which results in a claim that We have accepted for 'Weekly Injury Benefit' for Temporary Total Disablement or Temporary Partial Disablement, and as a result of the Injury the Insured Person incurs expenses for Occupational Therapy Expenses for training, tuition or vocational guidance, We will reimburse the reasonable expenses for Occupational Therapy Expenses for training, tuition or vocational guidance up to 25% of the annual Weekly Injury Benefit shown the Policy Schedule or \$10,000 whichever is the lesser.

## 13) Physiotherapy Benefit

Where an Insured Person sustains an Injury which results in any of Insured Event 2-18, and physiotherapy treatment is recommended by a Medical Practitioner and which is provided by a suitable qualified and registered physiotherapist, We will pay 95% of actual costs incurred subject to a maximum per visit cost of \$80. The maximum Benefit We will pay for any one claim is \$300 per Insured Person.

We will not provide any Benefits where the provision of such Benefits will result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any applicable legislation (whether in Australia or not).

#### 14) Broken/Fractured Bones Benefit

Subject to the terms and conditions (including limits and exclusions) of the Policy, in the event an Insured Person sustains an Injury which directly and solely results in any of the following Insured Events in the Broken / Fractured Bones Table of Benefits, We will pay the corresponding percentage outlined in the Broken / Fractured Bones Table of Benefits, of the Benefit of \$5,000 for Insured Events 1-6 below, providing that:

- The Injury occurs during the Insured Persons Scope of Cover and within the Territorial Limits; and
- The resulting Insured Event occurs within 12 months of the date of Injury; and
- The Insured Event is solely and directly attributable to the Injury and not any other cause.

	Insured Events	Percentage of Maximum Benefit Payable
1.	Neck, Spine (Complete Fracture)	100%
2.	Hip, Pelvis, Skull	75%
3.	Leg, Ankle, Knee, Shoulder Blade, Collar Bone	50%
4.	Cheekbone, Jaw, Arm, Elbow, Wrist	30%
5.	Hand, Foot	15%
6.	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.

# 15) Loss of Teeth Benefit

Subject to the terms and conditions (including limits and exclusions) of the Policy, in the event an Insured Person sustains an Injury which results in any of the Insured Events in the Loss of Teeth Table of Benefits as a sole and direct result of the Injury, We will pay the corresponding percentage outlined in the Loss of Teeth Table of Benefit, of the Benefit of \$5,000 showing against the Lump Sum Benefits Insured Events 7 and 8 below, providing that:



- The Injury occurs during the Insured Persons Scope of Cover and within the Territorial Limits; and
- The resulting Insured Event occurs within 12 months of the date of Injury; and
- The Insured Event is solely and directly attributable to the Injury and not any other cause.

	Insured Events	Percentage of Maximum Benefit Payable
7.	Loss of Teeth or full capping of Teeth	Per Tooth 100%
8.	Partial Capping of Teeth	Per Tooth 50%

Maximum Loss of Tooth Benefit \$5,000. Limited to \$250 per Tooth.

# 16) Cardiovas cular Conditions

For Insured Persons under 35 years of age only, collapse or disability related to the cardiovascular system including heart conditions or stroke will be deemed an Injury provided the condition was not a known Pre-Existing Condition and the collapse or disability occurred whilst handling or riding a horse during the Scope of Cover.

#### 17) Age Limitation

Should an Insured Person turn 91 years within the Period of Insurance, cover will continue until the expiry date of the Policy at which time all cover with respect to the Insured Person shall cease.

## 18) Lump Sum Benefits Insured Persons Aged 76 to 90 years:

Insured Persons aged 76 years up to and including 90 years of age are covered for the following Insured Events:

- Event 1: Maximum Benefit is \$10,000
- Event 2: Is deleted
- Events 3-18: Maximum Benefit is \$50,000

#### 19) Annual Aggregate Deductible

It is hereby noted and confirmed that the Policy has an annual aggregate deductible of \$250,000 which is payable by the Insured 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. The third party claims adjustment expenses under the annual aggregate deductible shall be payable by Us and will not be included under the annual aggregate deductible.

#### 20) General Exclusions

This Policy extends to include any Insured Person partaking in Sanctioned Activity, therefore it is hereby noted and agreed that General Exclusions (3) and (10) are deleted with respect to Insured Persons training for and/or participating in Sanctioned Activity only.

#### 21) Stress and Depression Exclusion

No Benefits shall by payable with respect to any Event which results in the Insured Person suffering from neurosis, psychosis, mental emotional, stress and/or anxiety condition; physical fatigue and/or associated disease or disorder.

#### 22) Pre-Existing Condition

The Pre-Existing Condition definition is deleted and replaced with the below:

- a) Any condition for which a doctor, treatment or medication was consulted, prescribed or administered prior to the commencement of the Period of Insurance.
- 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 Period of Insurance.



c) Any condition known to the insured prior to the commencement of the Period of Insurance.

# 23) Sanctioned Activity

A Sanctioned Activity means an activity involving the direct use and or handling of Standardbred horses in cluding 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.

#### 24) Claims Handling - Corporate Services Network (CSN)

Further to "General Conditions and Limitations" noted in this Policy, HDI Global Specialty SE - Australia advises that We have appointed Corporate Services Network (CSN) ABN 30 074 864 609 as Our specialised claims management service provider for all claims under this Policy.

Any claims arising or general claims enquiries for this Policy, please contact CSN on the following details:

Notification of claims: <a href="mailto:claims@csnet.com.au">claims@csnet.com.au</a>
General enquiries and complaints: <a href="mailto:complaints@csnet.com.au">complaints@csnet.com.au</a>

Phone: +61 2 8256 1770 Fax: +61 2 8256 1775

Postal Address: GPO Box 4276 Sydney NSW 2001

All other terms, conditions and exclusions of this Policy remain unaltered and as set out in the PDS and Policy Wording.

Signed on behalf of HDI Global Specialty SE-Australia:

Date: 6 December 202