



RDA Coaches Insurance

These notes have been produced to give Coaches a summary of the various policies provided under the Riding For the Disabled Association of Queensland's insurance package.

This summary does not necessarily incorporate all the terms and conditions of the policies. The Master Policies and Product Disclosure Statements are held at the State Office and are available for further reference and take precedent over anything contained in these notes.

Cover has been structured based on the RDAQ's activities, risk management procedures, rules and procedures and anyone acting outside these guidelines may prejudice their entitlement under the policy and be left uninsured.

The cover afforded under the Master Policies commences on 31 December 2015 and terminates on 31 December 2016. Where insurance cover will not apply for this period, or is (or is likely to be) cancelled or not renewed, RDA undertakes to notify you of these occurrences by announcement on the webpage and/or newsletters. You may, at any time, check the currency of this Policy by contacting our broker, Aon Risk Solutions ABN 17 000 434 720 AFSL 241141 on 1800 806 493.

PUBLIC & PRODUCTS LIABILITY INSURANCE

This policy covers the coach and trainee coach if you/they are held liable for causing bodily injury or property damage to a third party whilst coaching at authorised and/or sanctioned activities.

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 are reported to Aon as soon as possible.

It is also imperative that accurate documentation be maintained regarding coaching activities to ensure protection under the policies outlined in this summary.

The Policy also provides cover for:

- ✓ Third party property owners - for claims against the property owner due to your activities carried out on their land
- ✓ Participation risk - if a participant is injured and sues for personal injury
- ✓ Property in your care custody or control such as goods, property or horses which have been entrusted to you
- ✓ First aid treatment
- ✓ Pony rides in accordance with RDAQ guidelines
- ✓ Conducting risk assessments on location in accordance with RDAQ guidelines
- ✓ Interstate visits

The policy does not provide cover for:

- Damage to property owned by the coach, centre or clients
- Claims arising out of the ownership and/or use of mechanical bulls and/or mechanical horses
- Tuition to non-members, except where day membership has been granted and the fee paid
- Tuition to clients who are not financial
- Tuition at unauthorised RDA activities

What is the Sum Insured?

General Liability –

\$20,000,000 in respect of any one occurrence or series of occurrences arising out of one event.

Products Liability –

\$20,000,000 in the aggregate during the period of this insurance.

Care, Custody & Control –

\$250,000 in respect of any one claim

Excess –

\$2,500 each and every claim except where otherwise shown on the policy schedule

Insurer –

Certain underwriters at Lloyds

What do I do in the event of an accident?

"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 Risk Solutions to obtain an incident report form.
- Complete and return together with originals of all correspondence received from a third party

PERSONAL ACCIDENT

This policy provides cover for NCAS accredited coaches and trainee coaches of the RDAQ for personal injuries sustained whilst engaged in activities conducted on behalf of RDAQ and its Centre's.

Cover is provided for coaches up to 90 years of age.

These notes provide a summary of the various policies for information purposes only. These policies are at all times subject to the Terms, Conditions and Exclusions of the Master Policies.

Benefits	
Section A - Death & Capital as per attached Table of Benefits	
Income earning coaches	Up to a maximum of \$60,000 but limited to \$20,000 for coaches under 18 years of age and over 80 years of age
Non income earning coaches	Up to a maximum of \$60,000 but limited to \$20,000 for coaches under 18 years of age and over 80 years of age
Section B - Weekly Benefits -Injury (Temporary Total Disablement)	
Income earning coaches	75% of earnings up to \$500 per week payable up to 52 weeks from the date of injury unless otherwise stated.
Non income earning coaches	Not available to non-income earners. Other Benefits applicable as shown.

The policy is underwritten by QBE Insurance (Australia) Limited

Additional Benefits

Applicable to all coaches

Non Medicare Medical Expenses

If a registered coach suffers from an injury we will pay 85% of the Non-Medicare Medical Expenses incurred up to a maximum of \$3,000.

Non-Medicare Medical Expenses means

(a) expenses incurred within twelve (12) months of sustaining an injury and payable for a maximum of twelve (12) months of sustaining an injury

(b) expenses paid by an Insured Person for Doctor, Physician, Surgeon, Nurse, Physiotherapist, Chiropractor, Osteopath, Hospital and/or Ambulance services for the following treatments:

Medical, Surgical, X-ray, Chiropractic, Osteopathic, Physiotherapy, Hospitalisation, Nursing

Expenses which are excluded:

- MRI scans
- Costs associated with prevention of injury
- Costs related to breakage of dentures, optical lenses or spectacles
- Medicare benefits and any gap
- Private Health Fund contributions

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

What needs to happen injury resulting in: Payable condition	What we will pay: Compensation
1 Medical expenses including private hospital bed fee and theatre fee, dental and ambulance expenses	<ul style="list-style-type: none"> • reimbursement of accounts for medical expenses incurred and paid by you or the insured person, • at the rate shown as a percentage in the Policy Schedule, • up to the maximum amount shown in the Policy Schedule.
2. Post operative treatment prescribed by an orthopaedic surgeon	<ul style="list-style-type: none"> • reimbursement of accounts for orthotics incurred and paid by you or the insured person, • at the rate shown as a percentage in the Policy Schedule, • up to the maximum amount shown in the Policy Schedule
3 Osteopathy, naturopathy, massage, physiotherapy, chiropractic but only if following a referral from a registered medical practitioner	<ul style="list-style-type: none"> • reimbursement of accounts incurred and paid by you or the insured person, • at the rate shown as a percentage in the Policy Schedule, • up to the maximum amount shown in the Policy Schedule

Funeral Expenses

If a registered coach suffers an Accidental Death this policy covers the expenses of burial or cremation OR the cost of returning the body or ashes to their country or place of residence up to a maximum of \$2,500.

Emergency Transport

If a registered coach suffers an injury we will pay up to \$3,500 of expenses incurred relating to emergency transport.

Non-Income Earners

Injury Assistance

In respect of insured persons who have no pre disability earnings, the following benefit is claimable for a benefit period of 52 weeks unless otherwise shown.

What needs to happen injury resulting in: Payable event	What we will pay: Compensation
1 A registered medical practitioner certifies that you or the insured person are unable to attend to usual household duties and functions	Home assistance Schedule 75% of actual non medical related expenses incurred for home help, childminding, payable to a recognised agency up to the maximum weekly amount on the Policy Schedule
2. A registered medical practitioner certifies that you or the insured person are not able to attend your normal place of education	Student assistance 75% of actual expenses incurred for home tutorial by a qualified tutor up to the maximum weekly amount on the Policy Schedule
3 A dependent child who is a full time student under the age of 18 years is hospitalised	Parent inconvenience allowance up to \$25 per day to their parent or guardian to visit them up to maximum of \$1500

The entitlements listed under Injury Assistance are not available to income earners.

What do I do in the event of a claim?

Contact Aon Risk Solutions on 1800 806 493 to obtain a claim form and return together with your supporting documentation.

If you are claiming for Weekly Benefits:

- A 7 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 12 months of the date of your injury
- 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 the accounts.

Table of Benefits

Injury resulting in:	Compensation as a percentage of the capital sum insured shown in the Policy Schedule
1. Death	100% subject to a maximum of \$10,000 for insured persons without dependent children
2. Permanent total disablement	100% subject to a maximum of 5 times annual pre disability earnings
3. Permanent disability not otherwise provided	The percentage we determine as being consistent with the compensation provided in this table but not exceeding 75%
4. Permanent paraplegia	100%
5. Permanent quadriplegia	100%
6. Permanent unsound mind to the extent of legal incapacity	100%
7. Permanent and incurable paralysis of all limbs	100%

Injury resulting in:	Compensation as a percentage of the capital sum insured shown in the Policy Schedule
8. Permanent total loss of the entire sight of one or both eyes	100%
9. Permanent total loss of hearing in both ears	100%
10. Permanent total loss of the use of both hands	100%
11. Permanent total loss of the use of both arms	100%
12. Permanent total loss of the use of both feet	100%
13. Permanent total loss of the use of both legs	100%
14. Permanent total loss of the use of one hand and one foot	100%
15. Permanent total loss of the use of one hand and one arm	100%
16. Permanent total loss of the lens of one eye	50%
17. Permanent total loss of the hearing in one ear	50%
18. Permanent total loss of the use of one foot or one leg	50%
19. Permanent total loss of the use of four fingers and thumb of either hand	75%
20. Permanent total loss of the use of four fingers of either hand	40%
21. Permanent total loss of the use of one thumb, both joint	30%
22. Permanent total loss of the use of one thumb, one joint	15%
23. Permanent total loss of the use of a finger, three joints	10%
24. Permanent total loss of the use of a finger, two joints	8%
25. Permanent total loss of the use of a finger, one joint	5%
26. Permanent total loss of the use of all the toes of one foot	15%
27. Permanent total loss of the use of great toe, both joints	5%
28. Permanent total loss of the use of great toe, one joint	3%
29. Permanent total loss of the use of other toe, (each toe)	1%
30. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%



Important things you need to know about your insurance

About this Policy

Riding for the Disabled Association of Queensland Inc does not act as the Insurer's agent and does not hold an Australian Financial Services License. (RDAQLD) is not authorised to provide you with any insurance advice so if you require any information about this insurance, please contact our broker, Aon Risk Solutions on 1800 806 493 or email them at au.equestrian@aon.com. Please note that Aon has arranged this Policy on behalf of RDAQLD.

General Advice Warning

Any information provided about this policy is general in nature and does not take into account your particular objectives, financial situation and needs. Before making a decision, you should carefully consider all information provided to you including the policy wording and comparative table of coverage terms.

Binder Agreement

In arranging this policy, Aon is acting under a binder agreement from the insurer. When acting under a binder, Aon will be acting under an authority given to it by the insurer and will be effecting the insurance contract as agent of the insurer and not as your agent. Our binder arrangement with the insurer is such that we remain your agent in the handling of any claim.

Duty of Disclosure

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact your Aon Client Manager.

Non-disclosure

If you do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

Changes of circumstances must be notified

It is also important that you advise us of any changes to your business or circumstances (including location change, changes in size or value, increase in number of premises/ sites owned or occupied, or nature of business activities) that may occur once you have arranged the insurance so that we can take the necessary steps to make sure that you are adequately insured. A failure to advise the insurer of such changes may prejudice your cover.

Understanding your policy terms and conditions

Please carefully review all documents we give you (including policies and endorsements) containing the terms of your cover (including applicable limits, sub-limits and deductibles and your obligations) to ensure that the cover suits your needs and so you understand and comply with your obligations under your policies. Failure to do this may result in uninsured losses. Please advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.

Financial Services Guide

Please take the time to read our Financial Services Guide (enclosed) carefully as it contains some very important information about the products and services Aon Risk Services Australia Limited provides. It also explains how we and our representatives may be remunerated and

contains details of how we manage conflicts of interest and information about our complaints process.

Retention of remuneration

Please note that we treat our remuneration as fully earned when we issue you with a tax invoice. You agree that we may retain all our commission, fees and other remuneration in full in the event of any mid-term cancellation of a policy or future downward adjustment of premium. You also agree that the insurer and Aon may offset such remuneration from any premium refund you are entitled to.

Interest of other parties

Your policy may exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy. Generally, the safest course is always to have all interests in all property insured noted on each policy. If anyone other than you has an interest in property you are insuring, please let us know.

Utmost good faith

Every contract of insurance is based on the principle of utmost good faith, requiring each party to act towards the other party in respect of any matter arising under or in relation to the contract, with the utmost good faith. If you fail to do so, you may prejudice your rights under the policy and in particular, any claim. This requirement also applies to third party beneficiaries after the policy is entered into.

Privacy

Aon is committed to protecting your personal information in accordance with the Australian Privacy Principles under the *Privacy Act 1988* (Cth). We collect, use and disclose personal information to offer, promote, provide, manage and administer the many financial services and products we and our group of companies are involved in as set out in the Aon Privacy Notice. In order to do this, we may also share your information with other persons or entities who assist us in providing or promoting our services as set out in the Aon Privacy Notice. Further information about our privacy practices can be located in the Aon Australia Group Privacy Policy Statement which can be viewed on our website at www.aon.com.au or a copy can be sent to you on request by your Aon representative.

You may also gain access to your personal information, or modify your privacy preferences, by contacting your Aon representative or our Privacy Officer at:

- email: privacyofficer@aon.com.au
- mail: Level 33, 201 Kent Street Sydney NSW 2000
- phone: (02) 9253 7000

Claims Made

Directors' and Officers' Liability, Comprehensive Crime, Professional Indemnity, Superannuation Trustees' Liability policies, Molestation sections and some other liability policies are written on a "Claims Made" basis.

This means that the policy responds to claims first made against you and notified to the insurer in writing during the period of insurance, provided that the originating act or omission occurred after the retroactive date. Where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts, but before the expiry of the period of insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance.

Retroactive Date

If the policy has a retroactive date, the policy coverage is limited to acts and omissions that occur or are alleged to have been committed on or after that date. For example, if you have a retroactive date of 1 July 2013, the policy will not cover a claim arising from acts or omission occurring prior to that date. Please ensure that the retroactive date you select is sufficient and that you have no uncovered periods.

Occurrence Basis

Combined General Liability, Industrial Special Risks, Travel, Aviation, Contract Works, Marine policies and some other policies are written on an occurrence basis. This means that the policy responds to claims on the basis of when the incident occurred or when the injury or damage manifested itself, not when the claim itself was received.

Subrogation and non-admission

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have admitted liability or prejudiced the insurer's rights of subrogation. This may occur where you are a party to an agreement which excludes or limits an insurer's rights to recover the loss from another party.

Average or co-insurance

Property policies and some other policies contain an "average" (also called "co-insurance") clause. This applies if the sum insured does not cover the full cost of your loss, and means that your claim may be reduced in proportion to the amount of this under insurance. If you do not want average to apply, you must ensure that the level of your insurance is adequate whenever you take out or renew the policy.

If the average clause is based on replacement value ("new for old"), you must ensure that your sum insured represents the full cost of replacing the insured property with new property.

If the average clause is based on indemnity value ("replacement to a similar condition"), you must ensure that your sum insured represents the cost of replacing the insured property, taking into account any depreciation.

Master Policy Notice

Where cover is provided under a master policy an aggregate limit may be applicable which is shared by all insured persons. This limit may be eroded or completely exhausted by claims made under the master policy by other insured persons covered under the master policy.



Aon Contact Details:

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