

## SCHEDULE OF COVER Personal Accident

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**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, Tabcorp Holdings Limited, Hawkesbury Owners & Trainers Trotting Association Inc, Harness Breeders New South Wales Inc. Integrity Auditor (in respect of their involvement with Harness Racing New South Wales matters only), Investigator (in respect of their involvement with Harness Racing New South Wales matters only), licensed drivers, licensed trainers, stable hands, stewards, swab attendants starters (if contracted 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.

**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 years Stable hands of the Insured and Clerks of the Course
- Category 4 - All mini and maxi trotter participants of the Insured.

**Description of Business:**

All activities of the Insured, principally but not limited to:

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 Centre, Operator of Menangle Park Training Centre, Training and education of industry participants, Club House, Bar, Bistro, Beer Garden Lounge/Games room, Management, Totalisator Operations, Trailing Sales, Mini Trot Come and Try Days, Dual Sulky rides, Rides in starting mobile, Fundraising, Promotion and organisation of Harness Racing in Australia, property owners, use and management of Retention Barn (Menangle and all other noted tracks) and all associated activities undertaken by the insured.

**Note:**

Property Owners activities extend to Registered Clubs, Associations and Nominated Registered Tracks as noted within the policy schedule.

The policy also extends to provide coverage for licensed trainers, drivers or Stable hands at their own personal property in respect of their own personal liability as a property owner in respect of harness racing activities. Insured person is required to carry separate property owners liability insurance for non-harness racing related activities at their own personal property.

**Period of Insurance:**

From: 4.00pm 1st September 2019

To: 4.00pm 1st September 2020

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



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## Sums Insured:

### Lump Sum Benefits:

Accidental Death and Capital Benefits	Maximum Benefit
Category 1	\$250,000
	- Insured Persons without Dependents 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 Dependents 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.

**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:	
a) three joints	10%
b) two joints	7.5%
c) one joint	5%
16. Permanent Total Loss of use of toes either foot:	
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%

**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.

**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 ÷ 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

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.

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.

#### 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. TOOTH/TEETH means a sound and natural permanent tooth but does not include first or baby teeth, implants, prostheses or other dental restorations.

Subject to the terms and conditions (including limits and exclusions) of the POLICY, in the event a COVERED PERSON sustains a BODILY INJURY which results in any of the COVERED EVENTS in Table of Benefits 5 as a sole and direct result of the BODILY INJURY, WE will pay the corresponding percentage outlined in the table of benefits 5, of the SUM INSURED of \$5,000 showing against the LUMP SUM BENEFITS COVERED EVENTS 8 and 9 below, providing that:

- The BODILY INJURY occurs during the COVERED PERSONS OPERATIVE PERIOD OF COVER and within the GEOGRAPHICAL LIMITS; and
- The resulting COVERED EVENT occurs within 12 months of the BODILY INJURY DATE; and
- The COVERED EVENT is solely and directly attributable to the BODILY INJURY and not any other cause; and

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.

An EXCESS of \$250.00 per item applies.

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)	100%
Hip fracture	75%
Jaw, pelvis, leg, ankle or knee (other FRACTURE)	50%
Cheekbone, shoulder or hairline FRACTURE of skull or spine	30%
Nose or collar bone FRACTURE	20%
Arm, elbow, wrist or ribs (simple FRACTURE)	20%
Finger, thumb, foot, hand or toe FRACTURE	7.5%

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 DEDUCTIBLE**

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**

It 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.

**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.





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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:**

ARCHPDSSGPA201707V1



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**OUR REMUNERATION**

We will receive commission from the insurer identified above of \$0.00 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.



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