

**MASTER POLICY**

**OF**

**PERSONAL ACCIDENT INSURANCE**

**issued to:**

**PONY CLUB ASSOCIATION OF NORTHERN TERRITORY INC**

**AND**

**THE AFFILIATED CLUBS THEREOF**

**to cover:**

**Members and others  
(as provided for herein)**

**of**

**Pony Club Association of Northern Territory Inc.**

**and**

**the Affiliated Clubs thereof.**

**Such Members and others to be declared and accepted under this Master Policy provided cover is granted in accordance with all the terms and conditions contained herein.**

The Master Policy Holder is requested to read this Master Policy and, if it is incorrect, return it immediately for alteration. In all communication the Master Policy Number appearing in the Schedule should be quoted.

This Master Policy is effected with Certain Underwriters at Lloyd's hereinafter referred to as the "Insurers".

### AUSTRALIAN LITIGATION DISPUTE RESOLUTION ENDORSEMENT

This Insurance does not comply with the Insurance Council of Australia's General Insurance Code of Practice.

The Insurers hereon agree that:

- 1) In the event of a dispute arising under this Insurance, the Insurers at the request of the Master Policy Holder will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- 2) Any summons notice or process to be served upon the Insurers may be served upon:

Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000

who has authority to accept service and to enter an appearance on the Insurers' behalf, and who is directed at the request of the Master Policy Holder to give a written undertaking to the Master Policy Holder that he will enter an appearance on the Insurers' behalf.

- 3) If a suit is instituted against any one of the Insurers, all Insurers hereon will abide by the final decision of such Court or any competent Appellate Court.

The amount of Premium specified herein is the amount due to the Insurers and any commission allowed by them is to be regarded as remuneration of the Broker placing this Insurance.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

Gow-Gates Insurance Brokers Pty Limited,  
Level 8,  
491 Kent Street,  
Sydney,  
NSW 2000  
Tel: 02 8267 9999  
Fax: 02 8267 9998

who will report such claim or claims to the Insurers and Cunningham Lindsey.

### MISREPRESENTATION AND NON-DISCLOSURE

If the Master Policy Holder has:

- 1) failed to disclose any matter which the Master Policy Holder was under a duty to disclose to the Insurers,
- or

- 2) made a misrepresentation to the Insurers before the Master Policy was entered in to

and if the Insurers would not have entered in to this Master Policy for the same premium and on the same terms and conditions expressed in this Master Policy but for such failure to disclose or such misrepresentation, then:

- a) the liability of the Insurers in respect of any claim will be reduced to an amount to place the Insurers in the same position in which the Insurers would have been placed if such non-disclosure had not occurred or such misrepresentation had not been made, or
- b) if the non-disclosure or misrepresentation was fraudulent, the Insurers may avoid this Master Policy.

### COMPLAINTS

If you have any complaints about the service provided to you, you should take the following steps.

Contact us and tell us about your complaint.

If your complaint is not satisfactorily resolved within 3 days, please contact the Complaints Manager on telephone number 02 8267 9999 or put your complaint in writing and send it to us at:

Complaints Officer  
Gow-Gates Insurance Brokers  
GPO Box 4731  
Sydney NSW 2001

Please mark the envelope "Notice of Complaint". We will try and resolve your complaint quickly and fairly.

If your complaint has not been resolved to your satisfaction within 15 days, you should contact:

Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000  
Tel: 02 9223 0752

If the complaint remains unresolved, you may have the right to refer the matter to Financial Ombudsman Service Limited (FOS).

They can be contacted on 1300 780 808 or you can write to them at:

GPO Box 3  
Melbourne VIC 3001  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Fax: 03 9613 6399  
or visit the FOS website at [www.fos.org.au](http://www.fos.org.au)

We, the Insurers, hereby agree with

PONY CLUB ASSOCIATION OF NORTHERN TERRITORY INC.  
AND  
THE AFFILIATED CLUBS THEREOF  
(the Master Policy Holder)

to provide to the extent and in the manner detailed herein insurance for all members of the Master Policy Holder and others as provided for herein (each such person being hereafter termed the "Insured Person") for the Period of Coverage set forth in the Policy Summary which has been issued to such Insured Person under this Master Policy.

The Policy Summary is issued by the Master Policy Holder and is in the form of Sample Policy Summary attached.

The coverage provided to the Insured Person under this Master Policy is subject to all the terms, Conditions, Limitations, Exclusions and Limits of Indemnity set forth herein.

## DEFINITIONS

In this Master Policy:

- 1) "Accident" shall mean a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place or unavoidable exposure to the elements.
- 2) "Bed Care" shall mean the Insured Person being necessarily confined to a hospital bed as a bed care patient as a direct result of Bodily Injury for a period of not less than 72 hours and requiring continuous care by a registered nurse (not related to the Insured Person or a member of the Insured Person's family) certified as necessary by a duly qualified and registered medical practitioner.
- 3) "Bodily Injury" shall mean identifiable physical injury which:
  - (a) is caused by an Accident occurring anywhere in the World and whilst the Insured Person is engaged in an Equestrian Related Activity only, and
  - (b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person or necessitates Dental Treatment within 12 months from the date of the Accident.
- 4) "Burial, Cremation and Repatriation Costs" shall mean:
  - (a) funeral costs including the costs of burial or cremation of the Insured Person
  - (b) the costs of returning the Insured Person's body or ashes to their own Country or place of residence following Bodily Injury which results in the death of the Insured Person.
- 5) "Coach" shall mean a NCAS Level 1 Coach registered with and accredited and approved by the Master Policy Holder.
- 6) "Dental Treatment" shall mean treatment to teeth performed by a qualified dental practitioner directly resulting from an Accident occurring while the Insured Person is engaged in a Covered Activity.
- 7) "Dependant Children's Expenses" shall mean the necessary costs incurred by the Insured Person's Dependant Child or Children (including step or legally adopted children) as a direct result of the Bodily Injury sustained by the Insured Person and while the Insured Person is undergoing treatment for the Bodily Injury.

Dependant Children means the Insured Person's unmarried children under the age of 19 years still living at the Insured Person's normal place of residence or under the age of 25 years if engaged as a full-time student at an accredited institution of higher learning and entirely dependent on the Insured Person at the time of the Accident.
- 8) "Disfigurement" shall mean disfigurement as a direct result of Bodily Injury that extends to more than 20% of the entire external body.
- 9) "Domestic Duties" shall mean the usual and ordinary domestic duties undertaken by someone as a homemaker.
- 10) "Domestic Home Help Expenses" shall mean the costs incurred by a non-income earning Insured Person for hiring domestic help and/or child minding services (performed by a person not related to the Insured Person or a member of the Insured Person's family) due to the Insured Person being unable to carry out Domestic Duties as a direct result of Bodily Injury and certified as necessary by a duly qualified and registered medical practitioner.
- 11) "Emergency Accommodation" shall mean accommodation required by a member of the Insured Person's immediate family following the Insured Person requiring Bed Care providing the normal place of residence for such member of the Insured Person's immediate family is more than 100km from the hospital where the Insured Person is receiving Bed Care.
- 12) "Emergency Transport" shall mean emergency transport or other mode of transport where an ambulance would normally be required necessitated by Bodily Injury sustained by the Insured Person.
- 13) "Equestrian Related Activity" shall mean:
  - (a) in respect of any financial Riding Member of the Master Policy Holder:

any non-income earning activity involving riding, caring for or handling horses or ponies and attending equestrian activities organised and/or sanctioned by the Master Policy Holder.

(b) in respect of any Coach:

any non-income earning activity involving riding, caring for or handling horses or ponies and attending equestrian activities organised and/or sanctioned by the Master Policy Holder and, in addition, while engaged in coaching:

(i) any Member (including Day Member) of the Master Policy Holder at an event organised by the Master Policy Holder

(ii) an up to date financial Riding member of the Master Policy Holder regardless of whether the coaching takes place at an event organised by the Master Policy Holder.

and regardless of whether or not the Coach is earning income from the said activity.

(c) in respect of any directors, officers, employees, executive officers, office bearers, committees, subcommittees, managers, administrators, course builders, selectors, judges, referees and other officials, medical officers, physiotherapists, masseurs and ambulance officers of the Master Policy Holder:

any equestrian activity performed in the course of their duties for and on behalf of the Master Policy Holder including while travelling directly to or from the site of the activity.

- 14) "Home and Motor Car Renovation Costs" shall mean the costs of necessary renovation of the Insured Person's normal place of residence or Motor Vehicle following Bodily Injury resulting in a valid claim under one or more of benefits 1 to 10 inclusive of the Permanent Disablement Scale of Benefits for the purposes of normal daily living (i.e. washing, cooking, bathing, dressing and normal daily use of a motor vehicle) including but not limited to the installation of ramps, guide rails, alarm systems and similar household aids.
- 15) "Home Tuition" shall mean the attendance by a tutor or tutors (not related to the Insured Person or a member of the Insured Person's family) at the Insured Persons normal place of residence to continue the studies that the Insured Person has been completing in the 12 months prior to the date of the Bodily Injury.
- 16) "Injury Assistance" shall mean non medical expenses incurred by the Insured Person as a direct result of Bodily Injury including but not limited to transportation and accommodation costs certified as necessary by a duly qualified and registered medical practitioner but excluding any wages lost by the Insured Person as a result of Bodily Injury.
- 17) "Insured Person" shall mean:
- (a) any financial Riding Member of the Master Policy Holder as defined in the rules thereof.
- (b) any Coach.
- (c) any directors, officers, employees, executive officers, office bearers, committees, subcommittees, managers, administrators, course builders, selectors, judges, referees and other officials, medical officers, physiotherapists, masseurs and ambulance officers of the Master Policy Holder.
- 18) "Kidnap" shall mean the abduction, seizing, snatching or capture of the Insured Person against the Insured Person's will while the Insured Person is engaged in an Equestrian Related Activity and the holding of the Insured Person in confinement without legal authority.
- 19) "Loss of Hearing" shall mean loss of hearing which is certified as being entire and irrecoverable by a qualified physician specialising in otology.
- 20) "Loss of Sight" shall mean loss of sight which is certified as being entire and irrecoverable by a qualified physician specialising in ophthalmology.
- 21) "Membership Fees Refund" shall mean a refund of part of the annual club membership/registration fee paid by the Insured Person following advice from a duly qualified and registered medical practitioner that, as a result of Bodily Injury, the Insured Person should not engage in their equestrian sport for the remainder of the season.
- Such refund shall be calculated as pro-rata of the annual club membership/registration fee paid by the Insured Person from the date of the Accident causing the Bodily Injury until the end of the season in which the Bodily Injury occurred.
- 22) "Net Income Lost" shall mean the difference between the Insured Person's normal weekly income as provided for in (a) or (b) or (c) below and the actual income received each week by the Insured Person during the period of Temporary Total Disablement:

- (a) for an Insured Person who is a salaried employee, their gross weekly rate of pay prior to deduction of income tax earned from personal exertion (excluding bonuses, commissions, overtime or allowances) averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than 12 months
- (b) for an Insured Person on a Total Employment Cost (TEC) basis, the average gross weekly value of the package including but not limited to items such as wages, vehicle costs subscriptions, fees and travel allowances before income tax but excluding bonuses, commissions, overtime or other allowances
- (c) for a self-employed Insured Person, the gross weekly income earned from personal exertion after the deduction of all expenses necessarily incurred in earning that income, averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than 12 months

less any amount that the Insured Person is entitled to by way of sick leave payments from any National, State or Territory legislation, including Social Welfare legislation, or any other policy of insurance or from the Insured Person's employer.

- 23) "Non-income earning Insured Person" shall mean an Insured Person who is not a salaried employee, or self-employed person or employed on a Total Employment Cost (TEC) basis.
- 24) "Non-Medicare Medical Expenses" shall mean medical expenses incurred by an Insured Person in Australia within 12 calendar months of the Insured Person sustaining an injury caused by an Accident occurring:
  - (a) anywhere in the World, and
  - (b) during the Period of Insurance, and
  - (c) whilst the Insured Person is engaged in an Equestrian Related Activity only and as a direct result thereof and certified as necessary by a duly qualified and registered medical practitioner.
- 25) "Out of Pocket Expenses" shall mean reasonable out of pocket expenses necessarily incurred by a non-income earning Insured Person solely as a direct result of Bodily Injury but not including expenses arising out of physical damage to property.
- 26) "Overseas Medical Expenses" shall mean the cost of emergency medical treatment incurred outside Australia following Bodily Injury to an Insured Person happening outside Australia and certified as necessary by a duly qualified and registered medical practitioner.
- 27) "Paraplegia" shall mean complete paralysis of the lower half of the body including both legs which has lasted for 12 months and at the expiry of that period is beyond hope of improvement
- 28) "Permanent Total Loss of Use" shall mean loss of use which has lasted for 12 months and at the expiry of that period is beyond hope of improvement.
- 29) "Quadriplegia" shall mean the complete paralysis of all four limbs which has lasted for 12 months and at the expiry of that period is beyond hope of improvement.
- 30) "Rehabilitation Costs" shall mean the cost of a rehabilitation provider (including but not limited to a gymnasium, pilates studio or physical trainer) incurred by the Insured Person as a direct result of Bodily Injury and following a referral by a duly qualified and registered medical practitioner.
- 31) "Relocation Expenses" shall mean, following Bodily Injury occurring more than 200 km from the Insured Person's normal place of residence, the costs of relocating the Insured Person to a medical facility of their choice within 20 km of the Insured Person's normal place of residence.
- 32) "Replacement Clothing Costs" shall mean the reasonable costs incurred to replace equestrian related clothing (including riding boots and helmets) damaged as a result of the necessary removal of such clothing for the purpose of providing necessary medical attention following an Accident where the Insured Person suffered Bodily Injury.
- 33) "Student Tutorial Costs" shall mean the costs incurred by a non-income earning Insured Person who is a full time student at an accredited institution of higher learning for Home Tuition (performed by a person not related to the Insured Person or a member of the Insured Person's family) due to the Insured Person being unable to attend classes as a direct result of Bodily Injury and certified as necessary by a duly qualified and registered medical practitioner.

- 34) "Temporary Total Disablement" shall mean disablement which entirely prevents the Insured Person from performing each and every duty of their usual employment, profession or occupation.
- 35) "Vocational School Costs" shall mean the cost incurred by the Insured Person with the prior written agreement of the Insurers for tuition or advice from a licensed vocational school as a direct result of Bodily Injury and certified as necessary by a duly qualified and registered medical practitioner
- 36) Words in the masculine gender shall include the feminine.



**SCHEDULE OF COMPENSATION (for each Insured Person)**

1.	Death but in respect of Insured Persons under 18 years of age		AUD 50,000.00 AUD 10,000.00
2.	Permanent Disablement (as Shown in the PERMANENT DISABLEMENT SCALE OF BENEFITS)	up to	AUD 50,000.00
3.	Becoming HIV positive providing the infection occurred as a direct result of the Accident causing the Bodily Injury		AUD 5,000.00
4.	Actual Non-Medicare Medical Expenses incurred following accidental miscarriage or premature child birth only and providing the pregnancy has not reached 26 weeks and the accidental miscarriage or premature childbirth is a direct result of Bodily Injury If the Insured Person is not a member of a private health fund the insurance under this benefit excludes the first AUD 50.00 of each claim.		AUD 2,500.00
5.	Non-Medicare Medical Expenses (other than as provided for in benefit 4 above)	up to If the Insured Person is not a member of a private health fund the insurance under this benefit excludes the first AUD 50.00 of each claim.	AUD 5,000.00
6.	Loss of income suffered by the Insured Person as a direct result of Bodily Injury (eighty-five per cent) of the Insured Person's Net Income Lost per week or AUD 500.00 per week whichever sum is the lesser for a maximum of 104 weeks		85%
7.	Student Tutorial Costs	up to per week for a maximum period of 26 weeks and excluding the first 7 (seven) days of each disablement.	AUD 500.00
8.	Domestic Home Help Expenses	up to per week for a maximum period of 26 weeks and excluding the first 7 (seven) days of each disablement.	AUD 500.00
9.	Injury Assistance	up to	AUD 1,500.00
10.	Rehabilitation Costs	up to	AUD 500.00
11.	Vocational School Costs	up to	AUD 3,000.00
12.	Bed care	per day up to a maximum of AUD 2,000.00 in all	AUD 25.00
13.	Dependant Children's expenses	up to	AUD 500.00
14.	Home and Motor Car Renovation Costs	up to	AUD 2,500.00
15.	Burial, Cremation and Repatriation Costs	up to	AUD 7,500.00
16.	Kidnap		AUD 5,000.00
17.	Out of Pocket Expenses	up to per week up to a maximum of AUD 1,000.00 in all	AUD 100.00
18.	Replacement Clothing Costs	up to	AUD 500.00
19.	Emergency Transport Costs	up to	AUD 2,000.00
20.	Emergency Accommodation	per day up to a maximum of AUD 500.00 in all	AUD 50.00
21.	Overseas Medical Expenses	up to	AUD 5,000.00
22.	Relocation Expenses	up to	AUD 2,000.00
23.	Membership Fees Refund	up to	AUD 500.00
24.	Dental Treatment	up to in respect of any one tooth and AUD 5,000.00 in all in the Period of Insurance.	AUD 1,000.00

## PERMANENT DISABLEMENT SCALE OF BENEFITS

The benefit payable to the Insured Person for one of the following forms of Permanent Disablement is the percentage indicated below of the Benefit specified for Item 2 of the Schedule of Compensation.

1. Quadriplegia	100%
2. Paraplegia	100%
3. Loss of Sight of both eyes	100%
4. Loss of Sight of one eye	100%
5. Loss of Hearing in both ears	100%
6. Loss of Hearing in one ear	25%
7. Permanent Total Loss of Use of both arms	100%
8. Permanent Total Loss of Use of one arm	100%
9. Permanent Total Loss of Use of both legs	100%
10. Permanent Total Loss of Use of one leg	100%
11. Permanent Total Loss of Use of more than two fingers	40%
12. Permanent Total Loss of Use of two fingers	14%
13. Permanent Total Loss of Use of one finger	4%
14. Permanent Total Loss of Use of one thumb	5%
15. Permanent Total Loss of Use of more than two toes	40%
16. Permanent Total Loss of Use of two toes	14%
17. Permanent Total Loss of Use of one toe	4%
18. Permanent total loss of two kidneys	75%
19. Permanent total loss of one kidney	30%
20. Permanent total loss of the spleen	25%
21. Permanent total loss of the liver	70%
22. Permanent total loss of both testicles	40%
23. Permanent total loss of one testicle	6%
24. Permanent total loss of sexual function	45%
25. Total and permanent Disfigurement	45%
26. Total and permanent shortening of leg	7.50
27. Permanent and incurable insanity	100%

Forms of permanent disablement not mentioned above shall be compensated according to their seriousness as compared to the seriousness of those that are mentioned, the occupation of the Insured Person not being taken in to consideration.

If benefit is payable for more than one form of Permanent Disablement as set out in benefits 1 to 27 inclusive above as a result of the same Accident to the Insured Person, the total amount so payable shall not exceed 100%.

If benefit is payable for loss of a whole member of the body, benefits for parts of that member cannot also be claimed.

## INSURING CLAUSES

The Insurers hereby agree, to the extent and in the manner herein provided, that if the Insured Person shall sustain Bodily Injury or Kidnap or incur Costs or Expenses during the Period of Insurance they will pay to the Insured Person, or to the Insured Person's Executors or Administrators, according to the Schedule of Compensation after the total claim shall be substantiated under this Master Policy.

Provided always that:

- 1)
  - (a) compensation shall not be payable under more than one of Items 1 and 2 of the Schedule of Compensation in respect of the consequences of one Accident to the Insured Person.
  - (b) any weekly benefits due under the Schedule of Compensation shall be paid monthly in arrears.
  - (c) where any payment is made for weekly benefit under Items 6, 7 or 8 of the Schedule of Compensation, the amount so paid shall be deducted from any lump sum subsequently payable under Item 1 or Item 2 of the Schedule of Compensation in respect of the same Accident.
  - (d) compensation shall not be payable under Item 9 of the Schedule of Compensation if the Insured Person is entitled to compensation under Items 6 and/or 7 and/or 8 of the Schedule of Compensation
- 2) if an Accident causes the death of the Insured Person within 12 months following the date of the Accident and prior to the definite settlement of the compensation for disablement provided for under Item 2 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
- 3) compensation shall only be payable under Items of the Schedule of Compensation if:
  - (a) under Item 1, death occurs within 12 months of the date of the Accident.
  - (b) under Item 2, loss or disablement occur within 12 months of the date of the Accident.
  - (c) under Items 5, 9, 10, 11, 13, 14, 17 18, 19 ,20, 21 and 22 the costs or expenses are incurred within 12 months of the date of the Accident.
- 4) any benefit recoverable by the Insured Person from any Private Health Insurance Fund shall be deducted from any amount payable under Item 5 of the Schedule of Compensation.
- 5) compensation shall only be payable under Item 27 of the Permanent Disablement Scale of Benefits if the insanity of the Insured Person has been certified by a duly qualified medical practitioner as being permanent and incurable.
- 6) under Item 24 of the Schedule of Compensation, Insurers will not pay for any treatment diagnosed necessary more than 60 days after the date of the Accident unless it has not been possible to diagnose such treatment necessary during this 60 days due to the serious nature of the injuries sustained by the Insured Person as a result of the Accident.

## GENERAL EXCLUSIONS

The Insurers shall not be liable under this Master Policy for:

- 1) death or disablement or expenses or Dental Treatment directly or indirectly arising out of or consequent upon or contributed to by:
  - (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
  - (b) radioactive contamination.
  - (c) suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of Insanity (other than to the extent provided for in Item 27 of the Permanent Disablement Scale of Benefits).
  - (d) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named except to the extent provided for in Item 3 of the Schedule of Compensation.
  - (e) deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs.
  - (f) neurosis, psychoneurosis, psychopathy, psychosis, anxiety, stress or mental or emotional disease or disorder of any kind.
  - (g) the Insured Person engaging in air travel except as a passenger in a properly licensed aircraft.
- 2) any expenses for services rendered in Australia for which benefits are provided under the Medicare scheme whether or not the Insured Person is entitled to receive such benefits.
- 3) any expenses paid to a provider of 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 provider of the said services carrying on health insurance business.
- 4) death or disablement or expenses or Dental Treatment arising from sickness or disease.
- 5) under Non-Medicare Medical Expenses by Item 5 of the Schedule of Compensation:
  - (a) the difference between the expenses incurred for the medical treatment to the Insured Person and the amount of benefit payable to the Insured Person under the Medicare Scheme.
  - (b) the costs of Dental Treatment.
- 6) Compensation under Item 6 of the Schedule of Compensation for any income of the Insured Person generated from any occupation conducted outside of Australia.
- 7) death or disablement or expenses or Dental Treatment in respect of any person over 80 years of age.
- 8) Compensation under Item 12 of the Schedule of Compensation if the Insured Person is confined to a bed in any institution used as a nursing or convalescence home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place of care for alcohol or drug addicts.
- 9) any claim for Dental Treatment caused by or contributed to by wear, tear or gradual deterioration or any claim for damage to dentures.

Notwithstanding any provision to the contrary within this Master Policy or any endorsement hereto it is agreed that this Master Policy excludes Bodily Injury or expenses or Dental Treatment directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Bodily Injury or expenses or Dental Treatment.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Master Policy also excludes Bodily Injury or expenses or Dental Treatment directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any Bodily Injury or expenses or Dental Treatment is not covered by this Master Policy, the burden of proving the contrary shall be upon the Insured Person.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## GENERAL CONDITIONS

1) If the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person that existed before the Accident occurred, the amount of any compensation payable under this Master Policy in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

2) Notice must be given to the Insurers as soon as reasonably practicable of any Accident to the Insured Person which causes or may cause a claim within the meaning of this Master Policy, and the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner.

Notice must be given to the Insurers as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an Accident.

It is a condition precedent to Insurers' liability to pay compensation to the Insured Person or his representatives that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of Insurers and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the person of the Insured Person.

3) Any fraud, misstatement or concealment by the Insured Person in relation to any matter affecting coverage hereunder or in connection with the making of a claim hereunder shall entitle the Insurers, without prejudice to any other right(s) they may have under this Master Policy, to refuse to pay such claim in respect of the said Insured Person.

4) This Master Policy may be cancelled by the Master Policy Holder at any time by written notice to the Insurers or by surrender of this Master Policy. This Master Policy may also be cancelled by or on behalf of the Insurers, but only due to non payment of premium, fraud or misrepresentation by the Master Policy Holder, by delivering to the Master Policy Holder or by mailing to the Master Policy Holder by registered, certified or other first class mail, at the Master Policy Holder's address as shown in the Schedule, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Master Policy shall terminate at the date and hour specified in such notice.

If this Master Policy shall be cancelled by the Master Policy Holder or by or on behalf of the Insurers, the Insurers shall receive the earned premium hereon. Payment or tender of any unearned premium by the Insurers shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice of cancellation is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

5) Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The Master Policy Holder undertakes that premium will be paid in full to Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to Insurers by the 60<sup>th</sup> day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) Insurers shall have the right to cancel this contract by notifying the Master Policy Holder via the broker in writing. In the event of cancellation, premium is due to Insurers on a pro rata basis for the period that Insurers are on risk but the full contract premium shall be payable to Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that Insurers shall give not less than 15 days prior notice of cancellation to the Master Policy Holder via the broker. If premium due is paid in full to Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

6) The Insurers shall not provide any indemnity or be liable to pay any claim hereunder to the extent that the provision of such indemnity or the payment of such claim would expose the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## POLICY SUMMARY

### PERSONAL ACCIDENT INSURANCE EFFECTED WITH CERTAIN UNDERWRITERS AT LLOYD'S

Pony Club Association of Northern Territory Inc. and the Affiliated Clubs thereof (the "Master Policy Holder") has arranged a Master Policy with Certain Underwriters at Lloyd's (the "Insurers") covering Personal Accident for Insured Persons as defined in the Master Policy specified below (the "Insured Person").

This Policy Summary is issued as a Notice of Insurance for information only, it does not constitute a legal contract of insurance and is subject to all terms, Conditions, Limitations and Exclusions of the Master Policy which has been issued to Pony Club Association of Northern Territory Inc., a copy of which is available for inspection on application to Pony Club Association of Northern Territory Inc., PO Box 156, Palmerston, Northern Territory 0831, Australia.

Brief details of coverage are given below.

Master Policy No: B1294D14A3979

Period of Insurance: From 31<sup>st</sup> December 2014 to 31<sup>st</sup> December 2015 both days at 16.00 Local Standard Time at the address of the Master Policy Holder.

#### **DEFINITIONS**

In the Master Policy:

- 1) "Accident" shall mean a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place or unavoidable exposure to the elements.
- 2) "Bed Care" shall mean the Insured Person being necessarily confined to a hospital bed as a bed care patient as a direct result of Bodily Injury for a period of not less than 72 hours and requiring continuous care by a registered nurse (not related to the Insured Person or a member of the Insured Person's family) certified as necessary by a duly qualified and registered medical practitioner.
- 3) "Bodily Injury" shall mean identifiable physical injury which:
  - (a) is caused by an Accident occurring anywhere in the World and whilst the Insured Person is engaged in an Equestrian Related Activity only, and
  - (b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person or necessitates Dental Treatment within 12 months from the date of the Accident.
- 4) "Burial, Cremation and Repatriation Costs" shall mean:
  - (a) funeral costs including the costs of burial or cremation of the Insured Person
  - (b) the costs of returning the Insured Person's body or ashes to their own Country or place of residence following Bodily Injury which results in the death of the Insured Person.
- 5) "Coach" shall mean a NCAS Level 1 Coach registered with and accredited and approved by the Master Policy Holder.
- 6) "Dental Treatment" shall mean treatment to teeth performed by a qualified dental practitioner directly resulting from an Accident occurring while the Insured Person is engaged in a Covered Activity.
- 7) "Dependant Children's Expenses" shall mean the necessary costs incurred by the Insured Person's Dependant Child or Children (including step or legally adopted children) as a direct result of the Bodily Injury sustained by the Insured Person and while the Insured Person is undergoing treatment for the Bodily Injury. Dependant Children means the Insured Person's unmarried children under the age of 19 years still living at the Insured Person's normal place of residence or under the age of 25 years if engaged as a full-time student at an accredited institution of higher learning and entirely dependent on the Insured Person at the time of the Accident.
- 8) "Disfigurement" shall mean disfigurement as a direct result of Bodily Injury that extends to more than 20% of the entire external body.
- 9) "Domestic Duties" shall mean the usual and ordinary domestic duties undertaken by someone as a homemaker.
- 10) "Domestic Home Help Expenses" shall mean the costs incurred by a non-income earning Insured Person for hiring domestic help and/or child minding services (performed by a person not related to the Insured Person or a member of the Insured Person's family) due to the Insured Person being unable to carry out Domestic Duties as a direct result of Bodily Injury and certified as necessary by a duly qualified and registered medical practitioner.
- 11) "Emergency Accommodation" shall mean accommodation required by a member of the Insured Person's immediate family following the Insured Person requiring Bed Care providing the normal place of residence for such member of the Insured Person's immediate family is more than 100km from the hospital where the Insured Person is receiving Bed Care.
- 12) "Emergency Transport" shall mean emergency transport or other mode of transport where an ambulance would normally be required necessitated by Bodily Injury sustained by the Insured Person.

- 13) "Equestrian Related Activity" shall mean:
- (a) in respect of any financial Riding Member of the Master Policy Holder:
    - any non-income earning activity involving riding, caring for or handling horses or ponies and attending equestrian activities organised and/or sanctioned by the Master Policy Holder.
  - (b) in respect of any Coach:
    - any non-income earning activity involving riding, caring for or handling horses or ponies and attending equestrian activities organised and/or sanctioned by the Master Policy Holder and, in addition, while engaged in coaching:
      - (i) any Member (including Day Member) of the Master Policy Holder at an event organised by the Master Policy Holder
      - (ii) an up to date financial Riding member of the Master Policy Holder regardless of whether the coaching takes place at an event organised by the Master Policy Holder.
    - and regardless of whether or not the Coach is earning income from the said activity.
  - (c) in respect of any directors, officers, employees, executive officers, office bearers, committees, subcommittees, managers, administrators, course builders, selectors, judges, referees and other officials, medical officers, physiotherapists, masseurs and ambulance officers of the Master Policy Holder:
    - any equestrian activity performed in the course of their duties for and on behalf of the Master Policy Holder including while travelling directly to or from the site of the activity.
- 14) "Home and Motor Car Renovation Costs" shall mean the costs of necessary renovation of the Insured Person's normal place of residence or Motor Vehicle following Bodily Injury resulting in a valid claim under one or more of benefits 1 to 10 inclusive of the Permanent Disablement Scale of Benefits for the purposes of normal daily living (i.e. washing, cooking, bathing, dressing and normal daily use of a motor vehicle) including but not limited to the installation of ramps, guide rails, alarm systems and similar household aids.
- 15) "Home Tuition" shall mean the attendance by a tutor or tutors (not related to the Insured Person or a member of the Insured Person's family) at the Insured Person's normal place of residence to continue the studies that the Insured Person has been completing in the 12 months prior to the date of the Bodily Injury.
- 16) "Injury Assistance" shall mean non medical expenses incurred by the Insured Person as a direct result of Bodily Injury including but not limited to transportation and accommodation costs certified as necessary by a duly qualified and registered medical practitioner but excluding any wages lost by the Insured Person as a result of Bodily Injury.
- 17) "Insured Person" shall mean:
- (a) any financial Riding Member of the Master Policy Holder as defined in the rules thereof.
  - (b) any Coach.
  - (c) any directors, officers, employees, executive officers, office bearers, committees, subcommittees, managers, administrators, course builders, selectors, judges, referees and other officials, medical officers, physiotherapists, masseurs and ambulance officers of the Master Policy Holder.
- 18) "Kidnap" shall mean the abduction, seizing, snatching or capture of the Insured Person against the Insured Person's will while the Insured Person is engaged in an Equestrian Related Activity and the holding of the Insured Person in confinement without legal authority.
- 19) "Loss of Hearing" shall mean loss of hearing which is certified as being entire and irrecoverable by a qualified physician specialising in otology.
- 20) "Loss of Sight" shall mean loss of sight which is certified as being entire and irrecoverable by a qualified physician specialising in ophthalmology.
- 21) "Membership Fees Refund" shall mean a refund of part of the annual club membership/registration fee paid by the Insured Person following advice from a duly qualified and registered medical practitioner that, as a result of Bodily Injury, the Insured Person should not engage in their equestrian sport for the remainder of the season. Such refund shall be calculated as pro-rata of the annual club membership/registration fee paid by the Insured Person from the date of the Accident causing the Bodily Injury until the end of the season in which the Bodily Injury occurred.
- 22) "Net Income Lost" shall mean the difference between the Insured Person's normal weekly income as provided for in (a) or (b) or (c) below and the actual income received each week by the Insured Person during the period of Temporary Total Disablement:
- (a) for an Insured Person who is a salaried employee, their gross weekly rate of pay prior to deduction of income tax earned from personal exertion (excluding bonuses, commissions, overtime or allowances) averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than 12 months
  - (b) for an Insured Person on a Total Employment Cost (TEC) basis, the average gross weekly value of the package including but not limited to items such as wages, vehicle costs subscriptions, fees and travel allowances before income tax but excluding bonuses, commissions, overtime or other allowances
  - (c) for a self-employed Insured Person, the gross weekly income earned from personal exertion after the deduction of all expenses necessarily incurred in earning that income, averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than 12 months

less any amount that the Insured Person is entitled to by way of sick leave payments from any National, State or Territory legislation, including Social Welfare legislation, or any other policy of insurance or from the Insured



Person's employer.

- 23) "Non-income earning Insured Person" shall mean an Insured Person who is not a salaried employee, or self-employed person or employed on a Total Employment Cost (TEC) basis.
- 24) "Non-Medicare Medical Expenses" shall mean medical expenses incurred by an Insured Person in Australia within 12 calendar months of the Insured Person sustaining an injury caused by an Accident occurring:
  - (a) anywhere in the World, and
  - (b) during the Period of Insurance, and
  - (c) whilst the Insured Person is engaged in an Equestrian Related Activity only and as a direct result thereof and certified as necessary by a duly qualified and registered medical practitioner.
- 25) "Out of Pocket Expenses" shall mean reasonable out of pocket expenses necessarily incurred by a non-income earning Insured Person solely as a direct result of Bodily Injury but not including expenses arising out of physical damage to property.
- 26) "Overseas Medical Expenses" shall mean the cost of emergency medical treatment incurred outside Australia following Bodily Injury to an Insured Person happening outside Australia and certified as necessary by a duly qualified and registered medical practitioner.
- 27) "Paraplegia" shall mean complete paralysis of the lower half of the body including both legs which has lasted for 12 months and at the expiry of that period is beyond hope of improvement
- 28) "Permanent Total Loss of Use" shall mean loss of use which has lasted for 12 months and at the expiry of that period is beyond hope of improvement.
- 29) "Quadriplegia" shall mean the complete paralysis of all four limbs which has lasted for 12 months and at the expiry of that period is beyond hope of improvement.
- 30) "Rehabilitation Costs" shall mean the cost of a rehabilitation provider (including but not limited to a gymnasium, pilates studio or physical trainer) incurred by the Insured Person as a direct result of Bodily Injury and following a referral by a duly qualified and registered medical practitioner.
- 31) "Relocation Expenses" shall mean, following Bodily Injury occurring more than 200 km from the Insured Person's normal place of residence, the costs of relocating the Insured Person to a medical facility of their choice within 20 km of the Insured Person's normal place of residence.
- 32) "Replacement Clothing Costs" shall mean the reasonable costs incurred to replace equestrian related clothing (including riding boots and helmets) damaged as a result of the necessary removal of such clothing for the purpose of providing necessary medical attention following an Accident where the Insured Person suffered Bodily Injury.
- 33) "Student Tutorial Costs" shall mean the costs incurred by a non-income earning Insured Person who is a full time student at an accredited institution of higher learning for Home Tuition (performed by a person not related to the Insured Person or a member of the Insured Person's family) due to the Insured Person being unable to attend classes as a direct result of Bodily Injury and certified as necessary by a duly qualified and registered medical practitioner.
- 34) "Temporary Total Disablement" shall mean disablement which entirely prevents the Insured Person from performing each and every duty of their usual employment, profession or occupation.
- 35) "Vocational School Costs" shall mean the cost incurred by the Insured Person with the prior written agreement of the Insurers for tuition or advice from a licensed vocational school as a direct result of Bodily Injury and certified as necessary by a duly qualified and registered medical practitioner
- 36) Words in the masculine gender shall include the feminine.

**SCHEDULE OF COMPENSATION (for each Insured Person)**

1.	Death	AUD 50,000.00
	but in respect of Insured Persons under 18 years of age	AUD 10,000.00
2.	Permanent Disablement (as Shown in the PERMANENT DISABLEMENT SCALE OF BENEFITS)	up to AUD 50,000.00
3.	Becoming HIV positive providing the infection occurred as a direct result of the Accident causing the Bodily Injury	AUD 5,000.00
4.	Actual Non-Medicare Medical Expenses incurred following accidental miscarriage or premature child birth only and providing the pregnancy has not reached 26 weeks and the accidental miscarriage or premature childbirth is a direct result of Bodily Injury	AUD 2,500.00
	If the Insured Person is not a member of a private health fund the insurance under this benefit excludes the first AUD 50.00 of each claim.	
5.	Non-Medicare Medical Expenses (other than as provided for in benefit 4 above)	up to AUD 5,000.00
	If the Insured Person is not a member of a private health fund the insurance under this benefit excludes the first AUD 50.00 of each claim.	
6.	Loss of income suffered by the Insured Person as a direct result of Bodily Injury (eighty-five per cent) of the Insured Person's Net Income Lost per week or AUD 500.00 per week whichever sum is the lesser for a maximum of 104 weeks	85%
7.	Student Tutorial Costs	up to AUD 500.00
	per week for a maximum period of 26 weeks and excluding the first 7 (seven) days of each disablement.	
8.	Domestic Home Help Expenses	up to AUD 500.00

per week for a maximum period of 26 weeks and excluding the first 7 (seven) days of each disablement.

9. Injury Assistance	up to	AUD	1,500.00
10. Rehabilitation Costs	up to	AUD	500.00
11. Vocational School Costs	up to	AUD	3,000.00
12. Bed care	per day	AUD	25.00
up to a maximum of AUD 2,000.00 in all			
13. Dependant Children's expenses	up to	AUD	500.00
14. Home and Motor Car Renovation Costs	up to	AUD	2,500.00
15. Burial, Cremation and Repatriation Costs	up to	AUD	7,500.00
16. Kidnap		AUD	5,000.00
17. Out of Pocket Expenses	up to	AUD	100.00
per week up to a maximum of AUD 1,000.00 in all			
18. Replacement Clothing Costs	up to	AUD	500.00
19. Emergency Transport Costs	up to	AUD	2,000.00
20. Emergency Accommodation	per day	AUD	50.00
up to a maximum of AUD 500.00 in all			
21. Overseas Medical Expenses	up to	AUD	5,000.00
22. Relocation Expenses	up to	AUD	2,000.00
23. Membership Fees Refund	up to	AUD	500.00
24. Dental Treatment	up to	AUD	1,000.00
in respect of any one tooth and AUD 5,000.00 in all in the Period of Insurance.			

### **PERMANENT DISABLEMENT SCALE OF BENEFITS**

The benefit payable to the Insured Person for one of the following forms of Permanent Disablement is the percentage indicated below of the Benefit specified for Item 2 of the Schedule of Compensation.

1. Quadriplegia	100%
2. Paraplegia	100%
3. Loss of Sight of both eyes	100%
4. Loss of Sight of one eye	100%
5. Loss of Hearing in both ears	100%
6. Loss of Hearing in one ear	25%
7. Permanent Total Loss of Use of both arms	100%
8. Permanent Total Loss of Use of one arm	100%
9. Permanent Total Loss of Use of both legs	100%
10. Permanent Total Loss of Use of one leg	100%
11. Permanent Total Loss of Use of more than two fingers	40%
12. Permanent Total Loss of Use of two fingers	14%
13. Permanent Total Loss of Use of one finger	4%
14. Permanent Total Loss of Use of one thumb	5%
15. Permanent Total Loss of Use of more than two toes	40%
16. Permanent Total Loss of Use of two toes	14%
17. Permanent Total Loss of Use of one toe	4%
18. Permanent total loss of two kidneys	75%
19. Permanent total loss of one kidney	30%
20. Permanent total loss of the spleen	25%
21. Permanent total loss of the liver	70%
22. Permanent total loss of both testicles	40%
23. Permanent total loss of one testicle	6%
24. Permanent total loss of sexual function	45%
25. Total and permanent Disfigurement	45%
26. Total and permanent shortening of leg	7.50
27. Permanent and incurable insanity	100%

Forms of permanent disablement not mentioned above shall be compensated according to their seriousness as compared to the seriousness of those that are mentioned, the occupation of the Insured Person not being taken in to consideration.

If benefit is payable for more than one form of Permanent Disablement as set out in benefits 1 to 27 inclusive above as a result of the same Accident to the Insured Person, the total amount so payable shall not exceed 100%.

If benefit is payable for loss of a whole member of the body, benefits for parts of that member cannot also be claimed.

### **INSURING CLAUSES**

The Insurers under the Master Policy agree, to the extent and in the manner therein provided, that if the Insured Person shall sustain Bodily Injury or Kidnap or incur Costs or Expenses during the Period of Insurance they will pay to the Insured Person, or to the Insured Person's Executors or Administrators, according to the Schedule of

Compensation after the total claim shall be substantiated under the Master Policy.

Provided always that:

- 1) (a) compensation shall not be payable under more than one of Items 1 and 2 of the Schedule of Compensation in respect of the consequences of one Accident to the Insured Person.  
(b) any weekly benefits due under the Schedule of Compensation shall be paid monthly in arrears.  
(c) where any payment is made for weekly benefit under Items 6, 7 or 8 of the Schedule of Compensation, the amount so paid shall be deducted from any lump sum subsequently payable under Item 1 or Item 2 of the Schedule of Compensation in respect of the same Accident.  
(d) compensation shall not be payable under Item 9 of the Schedule of Compensation if the Insured Person is entitled to compensation under Items 6 and/or 7 and/or 8 of the Schedule of Compensation
- 2) if an Accident causes the death of the Insured Person within 12 months following the date of the Accident and prior to the definite settlement of the compensation for disablement provided for under Item 2 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
- 3) compensation shall only be payable under Items of the Schedule of Compensation if:  
(a) under Item 1, death occurs within 12 months of the date of the Accident.  
(b) under Item 2, loss or disablement occur within 12 months of the date of the Accident.  
(c) under Items 5, 9, 10, 11, 13, 14, 17 18, 19 ,20, 21 and 22 the costs or expenses are incurred within 12 months of the date of the Accident.
- 4) any benefit recoverable by the Insured Person from any Private Health Insurance Fund shall be deducted from any amount payable under Item 5 of the Schedule of Compensation.
- 5) compensation shall only be payable under Item 27 of the Permanent Disablement Scale of Benefits if the insanity of the Insured Person has been certified by a duly qualified medical practitioner as being permanent and incurable.
- 6) under Item 24 of the Schedule of Compensation, Insurers will not pay for any treatment diagnosed necessary more than 60 days after the date of the Accident unless it has not been possible to diagnose such treatment necessary during this 60 days due to the serious nature of the injuries sustained by the Insured Person as a result of the Accident.

#### **GENERAL EXCLUSIONS**

The Insurers shall not be liable under the Master Policy for:

- 1) death or disablement or expenses or Dental Treatment directly or indirectly arising out of or consequent upon or contributed to by:  
(a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.  
(b) radioactive contamination.  
(c) suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of Insanity (other than to the extent provided for in Item 27 of the Permanent Disablement Scale of Benefits).  
(d) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named except to the extent provided for in Item 3 of the Schedule of Compensation.  
(e) deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs.  
(f) neurosis, psychoneurosis, psychopathy, psychosis, anxiety, stress or mental or emotional disease or disorder of any kind.  
(g) the Insured Person engaging in air travel except as a passenger in a properly licensed aircraft.
- 2) any expenses for services rendered in Australia for which benefits are provided under the Medicare scheme whether or not the Insured Person is entitled to receive such benefits.
- 3) any expenses paid to a provider of 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 provider of the said services carrying on health insurance business.
- 4) death or disablement or expenses or Dental Treatment arising from sickness or disease.
- 5) under Non-Medicare Medical Expenses by Item 5 of the Schedule of Compensation:  
(a) the difference between the expenses incurred for the medical treatment to the Insured Person and the amount of benefit payable to the Insured Person under the Medicare Scheme.  
(b) the costs of Dental Treatment.
- 6) Compensation under Item 6 of the Schedule of Compensation for any income of the Insured Person generated from any occupation conducted outside of Australia.
- 7) death or disablement or expenses or Dental Treatment in respect of any person over 80 years of age.
- 8) Compensation under Item 12 of the Schedule of Compensation if the Insured Person is confined to a bed in any institution used as a nursing or convalescence home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place of care for alcohol or drug addicts.
- 9) any claim for Dental Treatment caused by or contributed to by wear, tear or gradual deterioration or any claim for damage to dentures.

Notwithstanding any provision to the contrary within the Master Policy or any endorsement thereto it is agreed that the Master Policy excludes Bodily Injury or expenses or Dental Treatment directly or indirectly caused by, resulting

from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Bodily Injury or expenses or Dental Treatment.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

The Master Policy also excludes Bodily Injury or expenses or Dental Treatment directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any Bodily Injury or expenses or Dental Treatment is not covered by the Master Policy, the burden of proving the contrary shall be upon the Insured Person.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **GENERAL CONDITIONS**

- 1) If the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person that existed before the Accident occurred, the amount of any compensation payable under the Master Policy in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
- 2) Notice must be given to the Insurers as soon as reasonably practicable of any Accident to the Insured Person which causes or may cause a claim within the meaning of the Master Policy, and the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner.  
Notice must be given to the Insurers as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an Accident.  
It is a condition precedent to Insurers' liability to pay compensation to the Insured Person or his representatives that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of Insurers and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the person of the Insured Person.
- 3) Any fraud, misstatement or concealment by the Insured Person in relation to any matter affecting coverage under the Master Policy or in connection with the making of a claim thereunder shall entitle the Insurers, without prejudice to any other right(s) they may have under the Master Policy, to refuse to pay such claim in respect of the said Insured Person.
- 4) The Insurers shall not provide any indemnity or be liable to pay any claim under the Master Policy to the extent that the provision of such indemnity or the payment of such claim would expose the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

Gow-Gates Insurance Brokers Pty Limited,  
Level 8,  
491 Kent Street,  
Sydney,  
NSW 2000  
Tel: 02 8267 9999  
Fax: 02 8267 9998

who will report such claim or claims to the Insurers and Cunningham Lindsey.

## **COMPLAINTS**

If you have any complaints about the service provided to you, you should take the following steps.

Contact us and tell us about your complaint.

If your complaint is not satisfactorily resolved within 3 days, please contact the Complaints Manager on telephone number 02 8267 9999 or put your complaint in writing and send it to us at:

Complaints Officer  
Gow-Gates Insurance Brokers  
GPO Box 4731  
Sydney NSW 2001

Please mark the envelope "Notice of Complaint". We will try and resolve your complaint quickly and fairly.

If your complaint has not been resolved to your satisfaction within 15 days, you should contact:

Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21, Angel Place, 123 Pitt Street, Sydney, NSW 2000  
Tel: 02 9223 0752

If the complaint remains unresolved, you may have the right to refer the matter to Financial Ombudsman Service Limited (FOS).

They can be contacted on 1300 780 808 or you can write to them at:

GPO Box 3, Melbourne VIC 3001  
Email: [info@fos.org.au](mailto:info@fos.org.au) Fax: 03 9613 6399  
or visit the FOS website at [www.fos.org.au](http://www.fos.org.au)