

National Cutting Horse Association

Insurance Overview



The National Cutting Horse Association (NCHA) has sourced the following insurance policies, which are arranged through an independent financial services provider, Affinity Insurance Brokers.

Please note NCHA does not hold an Australian Financial Services Licence and have simply sourced this insurance on behalf of our members. For any questions or advice you may have or require regarding these insurances, please contact Affinity Insurance Brokers on (03) 8587 7781.

The information below is purely a general summary of the cover arranged. A copy of the full terms and conditions can be obtained, free of charge by contacting the NCHA Head Office on (02) 6765 9356.

You may also contact NCHA if you would like to confirm that you are entitled to cover under these policies.

Furthermore, NCHA must notify a member promptly in writing if a member will not be covered under these insurance policies during a period they should expect to be covered, or if it is likely that the cover will be cancelled or not renewed. Should NCHA fail to notify a member should cover not be commenced, cancelled, or not renewed, NCHA is obliged to compensate said member(s) for resultant loss or damage.

Combined General & Products Liability Insurance

Insured:	National Cutting Horse Association of Australia Inc and all Affiliated Clubs and Members as per Schedule.
The Business:	Limited to all events and activities sanctioned by the National Cutting Horse Association.
Limit of Liability:	\$10,000,000 any one Occurrence in respect of public liability and in the aggregate during the period of insurance in respect of product liability.
Insurer:	Liberty International Underwriters

The Combined General & Products Liability policy is designed to protect NCHA by responding to claims for compensation made against it **for bodily injury and/or property damage**, for which NCHA is legally liable subject to the terms and conditions of the policy.

Any person, **including a member**, has the right to make a claim against NCHA if they are injured or have suffered damage to their property at a NCHA approved event or show, provided that the injury is the result of NCHA's negligence.

If such a claim is made against NCHA, it is protected under the Combined General & Products Liability Policy. This includes the cost of defending the claim where it is considered that the injury or damage was **not** the result of any negligence on the part of NCHA. Settling and/or defending claims like these can be extremely costly. Without a public liability policy in place, NCHA would have to bear the cost of any such claims.

For example, if an incident at a NCHA approved event results in a person suffering quadriplegia and it is alleged by the injured person that their injuries were caused by the negligence of NCHA, the cost of such a claim could be several million dollars, if negligence is proven. Subject to the existence of an Combined General & Products Liability Policy and the terms and conditions of that policy, the insurer on behalf of NCHA, would:

- investigate the claim.
- provide advice and assistance to NCHA in dealing with any aspect of the claim.
- appoint legal representation for NCHA and pay for that representation.
- defend the claim on behalf of NCHA or settle the claim and pay any settlement sum.

The Insurer would pay up to \$10,000,000 for this claim. This would be subject to the payment by NCHA of a \$1,500 excess, which applies to each and every claim.

Without the protection of a Public Liability policy, NCHA would be responsible for the defence of such a claim as well as the payment of any settlement sum or court award.

It must be noted that the Affinity Combined General Liability policy is **not** a Personal Accident Policy, which is an entirely different type of policy. A Personal Accident Policy is a **non-negligence based policy** designed to provide benefits to participants and/or volunteers where an injury is sustained at an approved event. It is designed to cover accidents irrespective of how they have occurred or who is at fault.

Association Liability

Insured:	National Cutting Horse Association of Australia Inc, NCHA Sales Pty Ltd
Limit of Liability:	\$2,000,000 each loss
Insurer:	100% Lloyds Underwriters
Excess:	Professional Indemnity - \$1,000 Office Bearers - Nil Association Reimbursement - \$1,000

This policy is sometimes described as a Not for Profit Liability policy. The policy protects NCHA against losses which NCHA becomes legally obligated to pay on account of any claim made against the Insured for the following insuring clauses:

Professional Indemnity

Indemnify the Insured against Loss arising from any Claim by reason of any Wrongful Act in the course of the Association's Professional Business first made against them jointly or severally during the Period of Insurance and notified in writing to the Underwriters during the Period of Insurance.

Office Bearers

Pay on behalf of the Office Bearers of the Association all Loss arising from any Claim by reason of any Wrongful Act in the capacity of Office Bearer of the Association first made against them jointly or severally during the Period of Insurance and notified in writing to Underwriters during the Period of Insurance.

Association Reimbursement

Pay to or on behalf of the Association all Loss for which the Association grants indemnification to each Office Bearer as permitted or required by law, which the Office Bearer has become legally obligated to pay on account of any Claim first made against him, individually or otherwise during the Period of Insurance and notified in writing to Underwriters during the Period of Insurance for a Wrongful Act committed by such Office Bearer before or during the Period of Insurance.

Additional Cover – includes Affiliated Clubs of the NCHA.

Personal Accident – Volunteers & Competitors

Insured: National Cutting Horse Association of Australia Inc and its affiliated members

Insured Person(s): A. All Income-Earning Members
B. All Non-Income Earning Members

Scope of Cover: All hazards to which an Insured Person is exposed whilst actually engaged in voluntary work on behalf of the Insured including members whilst participating in sanctioned events of the Insured, including necessary direct travel to and from such events. Provided always that the Policy shall only apply in respect of such work officially organised by and under the control of the Insured. This includes voluntary workers who are members and who may earn an honorarium for work conducted on behalf of NCHA.

Insurer: ACE Insurance Ltd

Schedule of Benefits

Categories

Part A	Table of Events	Lump Sum Benefits	Surgical Benefits Injury
A	All conditions	\$50,000	Nil
B		\$10,000	Nil

Part B	Weekly Benefits Injury	Excess Period	% of Salary
A	\$500 (104 weeks)	7 days	85%
B	\$100 (104 weeks)	7 days	85%

Part C	Weekly Benefits Sickness	Excess Period	% of Salary
A & B	Nil (weeks)	Nil	Nil

Part D & E	Injury Resulting in Fractured Bones	Injury resulting in Dental procedures	
A	Nil	Nil	
B			

Non Medical Medicare Expenses			
	Sum Insured	Excess (Days)	
A	3,000	50	
B	3,000	50	

Emergency Home Help			
	Sum Insured	Excess (Days)	
A	\$100 x 26 weeks	7	
B	\$100 x 26 weeks	7	

Student Tutorial			
	Sum Insured	Excess (Days)	
A	\$100 x 26 weeks	7	
B	\$100 x 26 weeks	7	