



## Combined General Liability Insurance

This policy is underwritten by Calliden Limited. Calliden is an Australian Insurer, listed on the Australian Stock Exchange and is monitored by the Australian Prudential Regulatory Authority.

**Name of Insured:** Australian Pony Stud Book Society (APSB).

**Description of Business Insured:** Limited to registering body, promoter and conductor of shows, events and education days.

**Period of Insurance:** From: 31<sup>st</sup> October, 2006 at 4:00pm  
To: 31<sup>st</sup> October, 2007 at 4:00pm  
Local Standard time at Insured's principal office

The Affinity Combined General Liability policy is designed to protect APSB by responding to claims for compensation made against it **for bodily injury and/or property damage**, for which APSB 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 APSB if they are injured or have suffered damage to their property at a APSB approved event or show, provided that the injury is the result of APSB's negligence.

If such a claim is made against APSB, it is protected under the Combined 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 APSB. Settling and/or defending claims like these can be extremely costly. Without a public liability policy in place, APSB would have to bear the cost of any such claims.

For example, if an incident at a APSB 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 APSB, the cost of such a claim could be several million dollars, if negligence is proven. Subject to the existence of an Affinity Combined General Liability Policy and the terms and conditions of that policy, Affinity would:

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

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



Without the protection of a Public Liability policy, APSB 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.

Below are 4 examples that demonstrate the comprehensive cover for the affiliated members, committee members and volunteers of APSB.

**Example 1:** A Member is attending a sanctioned APSB show as a competitor. While warming up in the designated area their horse trips over because there is a big hole in the ground and the member is injured.

**Example 2:** A Member is attending a sanctioned APSB show as a competitor. While warming up in the designated area their horse trips over because the horse was uncoordinated and the member is injured.

**Example 3:** A Member is attending a sanctioned APSB event as a competitor. While watching the event, the seating collapses due to a maintenance problem and the member is injured.

**Example 4:** An individual is attending a sanctioned APSB event as a spectator. While watching the event, the seating collapses due to a maintenance problem and the person is injured.

In examples 1, 3 & 4 inspections and suitability of the riding surface or spectator areas is clearly a responsibility for the committee of APSB and in each of these cases the policy would respond. An assessment of the committee's (APSB's) liability would be made and the claims by the injured person would be managed by Affinity's in house claims department with a view to settling the claims.

In example 2, the inherent risk of horse riding includes the fact that these animals are independent and these things can happen. The member is aware of the inherent risks of horse riding and the APSB has insisted that each member completes a waiver to cover this type of incident. The responsibility to protect against injury in this case is on the members. They may choose to take out a personal accident policy or income protection, but that is clearly their choice, just as it was their choice to ride this particular horse at this particular time. The committee of APSB is not liable for any injuries sustained in this instance; however, it is important to note Affinity's claims department would manage any claim made against the committee of APSB and pay any legal costs incurred as a result of defending the claim and protecting the committee of APSB's interests.

**Note:** This is a summary of cover only. For full terms and conditions, please refer to your Policy Schedule and Policy Wording.



## Association Liability Insurance

This policy is underwritten by Calliden Limited.

**Name of Insured:** Australian Pony Stud Book Society Inc

**Description of Business Insured:** Principally but not limited to registering body for nine pony breeds within Australia. Organises annual stud pony shows nationally and in each state where ponies are exhibited within their breeds in led, ridden and driven events.

**Period of Insurance:** From: 31<sup>st</sup> October, 2006 at 4:00pm  
To: 31<sup>st</sup> October, 2007 at 4:00pm  
Local Standard time at Insured's principal office

**Limit of Liability:** \$5,000,000 each and every claim and in the aggregate.

Note: The limits of liability and any deductible amount are reduced or exhausted by **Defence Costs**.

**Interest Insured:** 3.1) Errors and Omissions  
3.2) Directors & Officers Liability  
3.3) Association Reimbursement

**Excess:** \$1,000 each and every claim.

**Automatic Extensions:** Outside Directorships

**Optional Extensions:** Severability Insured  
Preservation of indemnity Insured

**Note:** This is a summary of cover only. For full terms and conditions, please refer to your Policy Schedule and Policy Wording.



This policy protects APSB against losses which APSB becomes legally obligated to pay on account of any claim made against the Insured for:

- a wrongful act, or
- Employment Practices or
- Personal Injury or Publisher's Liability.

A wrongful act is defined in the policy as any actual or alleged breach of duty, breach of trust, act, error, omission, neglect, misstatement, misleading statement, breach of warranty of authority committed by an Insured Person while acting in their individual or collective capacities (subject to the terms and conditions of the policy).

An Insured Person under this policy is any person who is a director, officer, principal, partner, or Employee of the Association or of any Subsidiary Company during the Period of Insurance when acting in that capacity on behalf of the Business. A Subsidiary Company is one where financial accounts are consolidated into those of the Association.



## Personal Accident Insurance – Voluntary Workers

This policy is underwritten by QBE Insurance (Australia) Limited.

**Name of Insured:** Australian Pony Stud Book Society.

**Description of Business Insured:** Principally but not limited to registering body for nine pony breeds within Australia. Organises annual stud pony shows nationally and in each state where ponies are exhibited within their breeds in led, ridden and driven events.

**Period of Insurance:** From: 31<sup>st</sup> October, 2006 at 4:00pm  
To: 31<sup>st</sup> October, 2007 at 4:00pm  
Local Standard time at Insured's principal office

**Insured Person(s):** All **Voluntary Workers** of the Insured

**Scope of Cover:** Cover under this policy shall only apply whilst the Insured Person is actually engaged in **unpaid voluntary work** performed on behalf of the Insured provided always that the Policy shall apply only in respect of such work officially organised by and under the control of the Insured including necessary direct travel to, from or during such voluntary work.

**Geographical Limit:** Australia Wide

**Age Limit:** 12 to 80 years of age

A Personal Accident Policy is a **non-negligence based policy** designed to provide benefits to volunteers of APSB 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.



**Schedule of Benefits:** As detailed on the following Schedule

**Categories:** A – All insured persons between 18 years to 65 years  
B – All insured persons under 18 years and over 65 years

**Categories**

Part A	Table of Events	Lump Sum Benefits	Surgical Benefits
A	Conditions – 1 to 30	\$50,000	Nil
B		\$10,000	Nil

Part B	Weekly Benefits Accident Only	Excess Period	Benefit Period
A	\$500	7 days	104 weeks
Part C	Weekly Benefits Injury Assistance	Excess Period	Benefit Period
A	\$300	7 days	26 weeks

**Categories:** A – All insured persons between 18 years to 65 years  
B – All insured persons under 18 years and over 65 years

**Aggregate Limit:** Aggregate limit of liability \$1,000,000

**Note:** This is a summary of cover only. For full terms and conditions, please refer to your Policy Schedule and Policy Wording.