



# Affiliated Clubs & Constituents Insurance Package

31 July 2009 to 31 July 2010

These notes have been produced to give constituents and clubs a summary of the various policies provided under the Show Horse Council's Insurance Package as part of their affiliation.

This summary does not necessarily incorporate all the terms and conditions of the policies.

The Master Policies and Product Disclosure Statements are held at the Council's Office are available for further reference and take precedent over anything contained in these notes.

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

## PUBLIC & PRODUCTS LIABILITY INSURANCE

This policy covers your Constituent or Club and it's active and inactive members as declared, officials and voluntary workers if you/they are held liable for causing bodily injury or property damage to a third party whilst at authorised and/or sanctioned Show Horse Council activities.

If an incident were to occur you may feel morally liable, but this does not necessarily mean that, in a Court of Law, you would be legally liable. It is therefore essential that all incidents that could give rise to a claim are reported to Aon as soon as possible.

It is also imperative that accurate documentation be maintained regarding membership, sub-committees, volunteers and other participants to ensure protection under the policies outlined in this summary.

The Policy also provides cover for:

- ✓ Property owners – at all times including when your grounds are hired out to third parties
- ✓ Third party property owners - for claims against the property owner due to your activities carried out on their land
- ✓ Participation risk - if a participant is injured and sues for personal injury
- ✓ Property in your care custody or control such as goods, property or horses which have been entrusted to you
- ✓ Products liability including goods sold in respect of the products that you sell i.e. food or beverages or merchandise
- ✓ Overseas visits - to cover temporary visits anywhere in the World
- ✓ First aid treatment
- ✓ Activities undertaken by registered volunteers on behalf of the club at authorised and/or sanctioned Council activities
- ✓ Member to member - for claims made against a member by another member, even whilst participating in an activity

Approved activities include, but are not limited to:

Competitions	Events
Exhibitions/Displays	Performances
Training Days	Rally Days
Measuring Days	Official Functions
Fundraising	Social Activities
Administrative Duties	Meetings / AGM's

Authorised, sanctioned or under the control of the Council.

Cover is not provided for

- Damage to property owned by the club/club members
- Claims arising out of the ownership and/or use of mechanical bulls and/or mechanical horses
- Bodily injury and/or property damage arising out of riding lessons/tuition to non-members
- Fundraising which includes live entertainment, amusement rides and/or devices or attendance of more than 100 non members or serving of alcohol where a liquor licence is required (additional coverage may be obtained).

### What is the Sum Insured?

General Liability – \$10,000,000	in respect of any one occurrence or series of occurrences arising out of one event.
Products Liability – \$10,000,000	in the aggregate during the period of this insurance.
Care, Custody & Control – \$100,000	in respect of any one claim
Excess – \$2,500	each and every claim
Insurer –	Lloyds of London

### What do I do in the event of an accident?

#### ***"DO NOT UNDER ANY CIRCUMSTANCE ADMIT LIABILITY"***

If you do then our insurer could void the policy on the basis that our legal defence has been jeopardised because liability was incorrectly admitted.

- All reasonable steps should be taken following an accident or loss to protect the person or property from any further injury.
- No correspondence should be entered into with a third party except acknowledgement of receipt of the claim.
- Contact Aon Risk Services Australia Limited to obtain an incident report form.
- Complete and return together with originals of all correspondence received from a third party.

### ASSOCIATION'S LIABILITY

The policy provides cover for Committee Members of the Constituent or Club following an allegation of a wrongful act committed in the course of their professional duty.

Cover includes:

- ✓ Defence Costs
- ✓ Professional Indemnity for claims arising from any advice given to third parties
- ✓ Office Bearers / Directors & Officers for claims arising from wrongful acts
- ✓ Entity for protection to the Club if it becomes legally liable for claims not covered under other sections of the policy.

The policy is arranged on a "claims made" basis so any new claim being made against you or incident which may give rise to a claim must be lodged under today's current policy, and not the policy in place when the alleged mistake or event occurred.

It is therefore imperative that accurate documentation be maintained to ensure protection under the policies outlined in this summary.

### What is a "Wrongful Act"?

A "Wrongful Act" is defined as:

- (i) in respect of Professional Indemnity Insurance any act, error, misstatement, misleading statement or omission by the Insured in the course of rendering (or failure to render) services or advice.
- (ii) in respect of Office Bearers, Entity Insurance and Fidelity Insurance, any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority or other act wrongly committed or attempted by any Office Bearer in the discharge of their duties in their capacity as Office Bearer of the Club, or any matter claimed against them solely by reason of serving the Club."

### When do I notify a potential claim?

As soon as you:

- become aware of a problem which involves a loss or potential loss to a client, regardless of whether or not the client knows yet
- receive a verbal complaint which cannot be easily solved and without expense
- receive a client letter threatening legal action
- receive a solicitor's letter threatening legal action
- receive a Writ/Summons/Subpoena/legal court document.

Contact Aon Risk Services Australia Limited on 1800 806 493 to obtain a report form.

### What extensions are included?

The following extensions are automatically covered by this policy.

- Defamation
- Trade Practices and Related Legislation
- Continuous Cover
- Extended Reporting Period
- One Automatic Reinstatement of Professional Indemnity Insurance Limit of Indemnity
- Advance Payment of Defence Costs
- Employment Practices Liability
- Trusteeship Blanket Cover
- Spousal Liability
- Occupational Health & Safety
- Outside Directorships
- Breach of Confidentiality
- Loss of Documents
- Dishonesty of Office Bearers
- Attendance at Enquiries
- Breach of Copyright
- Legal Representation Costs
- Automatic Run-off Liability for Office Bearers
- Joint Venture
- Pollution Expenses
- Committees
- Estate
- Fidelity up to \$100,000
- Fines & Penalties up to \$250,000
- Taxation Investigation up to \$10,000
- Statutory Liability (sub limit \$500,000)
- Public Relations Expenses (sub limit \$250,000)
- Emergency Defence Costs (sub limit \$250,000)
- Court attendance witness expenses (sub limit \$500 per day)

### What is the Sum Insured ?

Professional Indemnity –  
 \$1,000,000 any one claim and  
 \$2,000,000 in the aggregate

Office Bearers  
 \$1,000,000 any one claim and in the aggregate

Association Reimbursement and Entity Insurance –  
 \$1,000,000 any one claim and in the aggregate

Excess –  
 Professional Indemnity – Nil  
 Director’s & Officer’s – Nil  
 Association Reimbursement - Nil  
 Association Entity – Nil  
 Employment Practices - Nil  
 Fidelity - \$2,000 each and every claim  
 Taxation Investigation - \$2,000 each and every claim  
 Statutory Liability - \$5,000 each and every claim

Insurer –  
 CGU Insurance Ltd 60%  
 Vero Insurance Ltd 40%

### PERSONAL ACCIDENT – VOLUNTARY WORKERS

This policy provides cover for registered voluntary workers of the Show Horse Council, Constituent Affiliates or Affiliated Clubs for personal injuries sustained whilst engaged in organised voluntary work on behalf of the Show Horse Council, Constituent Affiliates or Affiliated Clubs including necessary direct travel to and from such voluntary work.

Cover is provided for registered volunteers between the ages of 5 years to 80 years of age.

There is no cover for claims arising out of mounted horse riding activities whilst in the capacity of a voluntary worker.

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

### Benefits

Section 1	
Part A	Death & Capital as per attached Table of Benefits
Income earning volunteers	Up to a maximum of \$50,000 but limited to \$10,000 for volunteers under 18 years of age
Non income earning volunteers	Up to a maximum of \$50,000 but limited to \$10,000 for volunteers under 18 years of age
Part B	Weekly Benefits -Injury (Temporary Total Disablement)
Income earning volunteers	85% of earnings up to \$500 per week payable up to 104 weeks from the date of injury unless otherwise stated with a 7 day excess.
Non income earning volunteers	Not available to non-income earners. Other Benefits applicable as shown.

The policy is underwritten by Accident & Health International Pty Ltd

### Additional Benefits

Applicable to all volunteers

#### Non Medicare Medical Expenses

If a registered volunteer suffers from an injury we will pay 100% of the Non-Medicare Medical Expenses incurred up to a maximum of \$5,000.

Excess \$ 50 each and every claim.

Non-Medicare Medical Expenses means

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

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

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

Expenses which are excluded:

- Dental treatment, unless such treatment is necessarily required to teeth other than dentures and is caused by the Injury referred to in (a) above and Services for which you are eligible to receive Medicare benefits.
- Medicare benefits and any gap
- Private Health Fund contributions

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

If you hold Private Health Insurance, it is mandatory that the expense be claimed from your Fund first. You are then entitled to claim the difference under this policy.

#### Funeral Expenses

If a registered Volunteer suffers an Accidental Death this policy covers the expenses of burial or cremation OR the cost of returning the Volunteers body or ashes to their country or place of residence up to a maximum of \$5,000.

## Other Benefits

### Applicable to non-income earners only

If a Volunteer is a non income earner the policy may entitle them to claim the following benefits.

#### Student Tutorial Cost

If a volunteer is a student and suffers an injury and they are unable to attend registered classes we will pay for the costs reasonably and necessary incurred for home tutorial services up to \$200 per week payable from the 8<sup>th</sup> day of treatment for a maximum period of 26 weeks provided that such fees are carried out by a professionally qualified tutor who continues teaching your during the period of disability and are deemed necessary for your recovery by your Medical Practitioner.

#### Emergency Home Help Clause

If a Volunteer is retired, unemployed or not in receipt of a salary and suffer from an injury and unable to carry out domestic duties, we will pay for the cost of hiring domestic help and/or child minding services up to \$200 per week payable from the 8<sup>th</sup> day of treatment for a maximum period of 26 weeks, provided such services are:

- o Carried out by persons other than members of the insured Volunteer's family or other relatives or persons permanently living with the Volunteer.
- o Certified by a legally qualified medical practitioner as being necessary for your recovery.

#### Out of Pocket Expenses

If you suffer an injury and incur reasonable out of pocket expenses attributable to your disablement and will pay up to a maximum of \$1,000 upon original receipts for such expenses.

Physical damage to property is not an expense that is deemed to be directly attributable to the disablement and the ability to perform normal everyday activities.

**The entitlements listed under Other Benefits are not available to income earners.**

### What do I do in the event of a claim?

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

If you are claiming for Weekly Benefits:

- o A 7 day excess applies
- o Proof of your earnings must be supplied
- o Supporting medical certificates must be supplied

If you are claiming for Non-Medicare Medical Expenses:

- o They must be incurred within 12 months of the date of your injury
- o \$50 excess is applicable to each and every claim
- o This policy does not cover any expenses claimable through Medicare including the gap
- o It is mandatory for you to submit expenses to your Private Health Insurance fund first then forward your providers Statement together with the accounts.

## Table of Benefits

### Section 1 – Part A Death & Capital Benefits

THE EVENTS Injury resulting directly in the following Event(s), which occur within twelve (12) months of the date of the Injury:	THE BENEFIT Being a percentage of the amount shown in the Schedule against Part A – Lump Sum Benefits for each insured person
1. Accidental Death	100%
2. Permanent Total Disablement (Where the volunteer is over 65 years of age this benefit is replaced by Paraplegia or Quadriplegia).	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one eye	100%
6. Loss of use of two Limbs	100%
7. Loss of use of one Limb	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:-	
(a) both ears	80%
(b) one ear	20%
10. Permanent Loss of use of four Fingers and Thumb of either Hand	80%
11. Permanent Loss of the lens of one eye	60%
12. Permanent Loss of use of four Fingers of either Hand	50%
13. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
14. Permanent Loss of use of one Thumb of either Hand:-	
(a) both joints	30%
(b) one joint	15%
15. Permanent Loss of use of Fingers of either Hand:-	
(a) three joints	10%
(b) two joints	7.5%
(c) one joint	5%
16. Permanent Loss of use of Toes of either Foot:-	
(a) all - one Foot	15%
(b) great – both joints	5%
(c) great – one joint	3%
(d) other than great - each Toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least 5 cm	7.5%
19. Permanent Disability not otherwise provided for under Events 9 to 18 inclusive. (Available only to volunteers up to 65 years of age)	Such percentage of the Sum Insured as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the compensations provided under Insured Events 9 to 18 inclusive. The maximum amount payable is \$50,000.

### Section 1 – Part B Weekly Benefit – Injury (income earners only)

20. Temporary Total Disablement	During such disablement, the Weekly Benefit shown on the Schedule against Part B Weekly Benefits – Injury, but not Exceeding the Salary of the Insured Person.
21. Temporary Partial Disablement	40% of the amount payable for Event 20.

## IMPORTANT NOTICES APPLICABLE TO ALL COVERS

### Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance, and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matters –

- that diminish the risk to be undertaken by the insurer;
- that are of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Examples of information which are relevant to insurers are:-

- (i) past claims experience;
- (ii) a cancellation of a previous insurance policy or refusal by an insurer to renew a policy previously held by you;
- (iii) any unusual features of the subject matter of the insurance which might increase the likelihood of a claim under the policy.

**If you are uncertain about whether or not particular matter should be disclosed to the insurer, please contact our office.**

### Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### Record Retention policy

Aon Risk Services maintains a policy for retention of records. For details of this policy please refer to our website, [www.aon.com.au](http://www.aon.com.au)

### Complaints handling and feedback

Clients who are not fully satisfied with our services should contact our National Complaints Manager in Sydney. This firm also subscribes to the Insurance Brokers Dispute Facility, a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from this office.

### Utmost Good Faith

Insurance contracts have always been subject to the doctrine of Utmost Good Faith and the Insurance Contracts Act re-states the doctrine which is now statutorily imposed on both the Insured and Insurer by means of an applied term in the contract, and applies in respect of any matter arising under or in relation to the contract. The duty cannot be restricted or limited in any way, apart from those matters listed above under The Duty of Disclosure.

Neither the Insurer nor the Insured can act upon a provision in the policy if, in so doing, they would not be acting with the Utmost Good Faith. The effect of this duty now permeates every facet of insurance activity. Any action or inaction which could in any way adversely affect the other party would be not acting in the Utmost Good Faith.

### Essential Reading Of Policy Wording

A full copy of the policy is available for viewing at the Council's Office.

It is absolutely essential that you should read this document without delay and advise Aon Risk Services Australia Limited in writing of any aspects which are not clear or where the cover does not meet with your requirements.

### Events Occurring Prior To Commencement

Your attention is drawn to the fact that this policy does not provide indemnity in respect of events that occurred prior to commencement of the contract.

### General Advice Warning

This information may be regarded as general advice. That is, your personal objectives, needs or financial situations were not taken into account when preparing this information. Accordingly, you should consider the appropriateness of any general advice we have given you, having regard to your own objectives, financial situation and needs before acting on it. Where the information relates to a particular financial product, you should obtain and consider the relevant product disclosure statement before making any decision to purchase that financial product.

### Privacy Notice

Aon has always valued the privacy of personal information. When we collect, use, disclose or handle personal information, we will be bound by the Privacy Act 1988.

If you would like a copy of our Privacy Policy, or wish to seek access to or correct the personal information we collected or disclosed about you please telephone or email your Aon contact or access our website [www.aon.com.au](http://www.aon.com.au)

### Financial Services Guide

Aon's Financial Services Guide contains important information about the products and services we offer. It also explains how we, and our representatives, may be remunerated and contains details of conflicts of interest, and how we manage them, and our internal and external complaints handling procedures. Our Financial Services Guide is available at [www.aon.com.au](http://www.aon.com.au).

## OPTIONAL INSURANCE

### Club's Property Insurance:

- Building
- Contents

### Equine Multi-Cover

- Death & Loss of Use of Horse
- Riding Equipment
- Personal Liability
- Horse Floats
- Personal Accident

### Contact Details

For further information contact our office



Aon Risk Services Australia Limited  
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