



## Members Insurance

1 July 2009 to 31 July 2010

These notes have been produced to give active financial members a summary of the various cover automatically provided as a benefit of their membership to the Show Horse Council of Australasia Inc.

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 activities, risk management procedures, rules and regulations and anyone acting outside these guidelines may prejudice their entitlement under the policies and be left uninsured.

### PERSONAL LIABILITY INSURANCE - MEMBERS

This policy covers you in respect of Personal Liability twenty-four (24) hours a day, seven (7) days a week whilst involved in recreational non income-earning equestrian activities.

It covers you should you be held liable for causing bodily injury or property damage to a third party, including whilst attending or participating in Show Horse sanctioned and/or authorised Show Horse activities involving Show Horse disciplines.

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 as soon as possible.

Where a Member is involved in income earning, commercial or business related activities, separate or additional coverage may be required.

Cover is provided to a Member when they are:

- ✓ Attending and/or participating in sanctioned and/or authorised Horse Show activities
- ✓ Attending and/or participating in approved affiliated club activities
- ✓ Training or practicing for Show Horse competitions
- ✓ Agisting their horse at a third parties premise
- ✓ Exhibitions and performances
- ✓ Temporary or Overseas Visits
- ✓ Pleasure Riding

Cover is not provided to/when:

- ✗ Damage to property owned by the Member.
- ✗ Claims arising out of the ownership and/or use of mechanical bulls and/or mechanical horses.
- ✗ Cover does not apply where cover is provided by the Members home insurance policy or similar.
- ✗ Cover excludes claims arising out of ownership or lease of property or vacant land.
- ✗ Cover does not apply where the Members is required to effect a separate cover.
- ✗ Cover does not apply where the Members is requested to contribute to another insurance program.
- ✗ Cover does not apply to day or temporary participants (refer to Club Insurance).

### 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.

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 incident report form.
- Complete and return together with originals of all correspondence received from a third party.

### PERSONAL ACCIDENT INSURANCE – MEMBERS

This policy provides cover for Senior and Junior active financial members of the Show Horse Council of Australasia Inc for personal injuries sustained whilst engaged in recreational non-income deriving equestrian activities twenty-four (24) hours a day, seven (7) days a week.

A registered Senior Member is aged between 17 and 80 years of age.

A registered Junior Member is aged between 5 years and under 17 years of age, with the exception of leading rein competitors (aged 3 to under 17).

Members are covered at all times whilst involved in equine-related activities including:

- Practicing anywhere
- Training Days
- Schools or clinics
- Sporting competitions
- Whilst preparing horse for competition at home
- Lunging
- Pleasure Riding

Cover is **NOT** provided when you are:

- ✗ Traveling to and from such activities
- ✗ Being paid to ride
- ✗ Earning and income

Cover under this policy is not available to non members, day or other temporary participants.

The policy is underwritten by Accident & Health International Pty Ltd

## Benefits

Senior Members	
	<b>Death &amp; Capital Benefits</b>
Income Earners	Up to a maximum of \$50,000
Non-Income Earners	Up to a maximum of \$50,000
	<b>Weekly Benefits -Injury (Temporary Total Disablement)</b>
Income Earners	85% of earnings up to \$500 per week payable up to 52 weeks from the date of injury unless otherwise stated and subject to a 14 day excess unless otherwise stated.
Non-Income Earners	Not available to non-income earners. Other Benefits applicable as shown.

Junior Members	
	<b>Death &amp; Capital Benefits</b>
Income Earners	Up to a maximum of \$10,000
Non-Income Earners	Up to a maximum of \$10,000
	<b>Weekly Benefits -Injury (Temporary Total Disablement)</b>
Income Earners	Nil – not available to income earners.
Non-Income Earners	Not available to non-income earners. Other Benefits applicable as shown.

## 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:

- A 14 day excess applies
- Proof of your earnings must be supplied
- Supporting medical certificates must be supplied

If you are claiming for Non-Medicare Medical Expenses:

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

### Additional Benefits

Applicable to Senior & Junior Members

#### Non Medicare Medical Expenses

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

You are responsible for the first \$50 of each and every claim.

Expenses incurred within twelve (12) months of sustaining an injury and paid to a legally qualified practitioner, nurse, hospital or ambulance service 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
- ✗ Medicare benefits and any gap
- ✗ Private Health contributions

#### Funeral Expenses

If a Member suffers an Accidental Death this policy covers the expenses of burial or cremation OR the cost of returning the Members 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 Member is a non-income earner the policy may entitle Members to claim the following benefits.

#### Student Tutorial Cost

If a Member is a full time 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 you during the period of disability and are deemed necessary for your recovery by your Medical Practitioner.

#### Emergency Home Help Clause

If a Member 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:

- Carried out by persons other than members of the insured Member's family or other relatives or persons permanently living with the Member.
- 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 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.

### Table of Benefits

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

THE EVENTS	THE BENEFIT
Injury resulting directly in the following Event(s), which occur within twelve (12) months of the date of the Injury:	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 Member 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 Members 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

### Equine Multi-Cover

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

### Farm Property

- Buildings & Contents
- Stables/Hay sheds

### Motor

- Private Vehicles
- Horse Trucks

### Contact Details

For further information contact our office



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