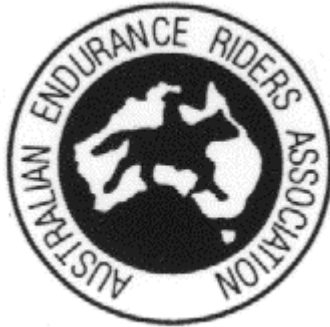


# Australian Endurance Riders Association Inc



## Affiliated Clubs Insurance Package

### *Insurance For Affiliated Clubs*

*These notes have been produced to give clubs a summary of the various policies provided as part of their affiliation to the Australian Endurance Riders Association Inc but do not necessarily incorporate all the terms and conditions of the policies.*

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

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

*This document has been prepared in conjunction with :*



Aon Risk Services Australia Limited  
ABN 17 000 434 720 (AFSL 241141)  
GPO Box 514 Adelaide SA 5001  
Freecall 1800 806 493

## Equine Liability

### (Public & Products Liability Insurance)

#### What and who does the policy cover ?

This policy covers any legal liability arising from your club, members, officials, property owners, work experience students, directors, partners, employees and voluntary workers alleged negligence for accidents causing bodily injury (including death) to, or damage to property of, third parties.

Legal liability means that if a judgement is, or could be made against your club (or any member of your club who was acting on behalf of your club at the time of the accident) by an Australian Court of Law, then the policy will pay up to the indemnity of the policy.

Just because you feel liable does not necessarily mean that, in a Court of Law, you would be found to be liable. It is therefore essential that all situations that could give rise to a claim must be advised to Aon as soon as possible.

Cover automatically includes:

- Fund raising and/or social activities
- 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 you for personal injury)
- Property in your Care custody or control (If you have goods, property or horses entrusted to you and are held liability for damages)
- Products Liability including goods sold (This relates to the products that you may sell i.e. food or beverages)
- Overseas Visits (To cover temporary visits elsewhere in the World)
- First Aid Treatment (The liability arising out of first aid treatment)
- Tuition / Coaching (Instruction provided by coaching staff)
- Member to Member (for claims made against a member by a member)
- Voluntary and/or employed Veterinarians providing services relative to the endurance ride)

#### When does the policy cover you ?

The policy includes but is not limited to whilst you are organising and conducting :-

- Rides, displays, exhibitions and performances
- Training, practice sessions or official functions
- Travelling to or from any of the above
- Social or administrative activities including fund raising and working bees.

Authorised and/or sanctioned by Australian Endurance Riders Association Inc.

#### What is the Sum Insured ?

General Liability –  
\$20,000,000 in respect of any one occurrence or series of occurrences arising out of one event.

Products Liability –  
\$20,000,000 in the aggregate during the period of this insurance.

Care, Custody & Control –  
\$ 50,000 in respect of any one claim

Excess –  
\$ 2,500 each and every claim

Insurer –  
Lloyds of London

#### What are some of the Major Exclusions

- Damage to property owned by the Insured.
- Damage to Insured's products arising out of such products or any part of such products.
- Bodily injury or property damage arising out of deliberate acts or omission of the Insured
- Bodily injury or property damage arising out of war or terrorism
- 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 for non-members

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

***"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.

Contact Aon Risk Services Australia Limited to obtain an incident report form.

## Association's Liability

### What does the Association Liability policy cover?

The policy is a combination of Professional Indemnity and Directors' & Officers' Liability Insurance, designed to meet the needs of "not-for-profit" associations.

Each section of this policy will cover your own legal defence costs as well as compensation and legal costs payable to the claimant (i.e. a third party) following an allegation of a "wrongful act" by you in the course of your professional duty.

#### Professional Indemnity

This section provides protection to the association, office bearers and employees, for claims that arise from any advice they give to third parties and members.

#### Office Bearers

This section provides personal protection to all office bearers for claims that arise from wrongful acts, committed whilst representing their association.

#### Entity Insurance

This section provides protection to the Association itself where the Association becomes legally liable for claims not covered under other sections of the policy.

Claims made against the Entity are not covered under a standard Directors & Officers policy which only covers personal liability of the Directors and Office Bearers.

#### Associations Reimbursement

This section provides reimbursement to the Club or Association of legal costs or any awards.

#### Fidelity

This section provides protection for loss of money (limit \$10,000) due to dishonesty of an office bearer in the conduct of the Association's professional duty. Subject to conditions.

### What is a "Claims Made" policy?

These policies are arranged on a "claims made" basis. Under a "claims made" policy, any new claim or potential claim that is made against you must be lodged under today's policy, not the policy in place when the mistake was initially made.

For example: If you let your policy expire on 31 October 2005 and do not effect a new policy, and 6 weeks later a claim is made against you for the work performed by you prior to 31 October 2005 (or at any time in the past), you will have no current policy to respond to that claim. All cover under each year's policy ceases absolutely on the expiry date.

Each new policy should have unlimited retroactive cover which will mean that once you have effected a new policy, any of the past work performed by you will be protected by that new policy, should a claim arise against you.

It is vitally important therefore that any new claim or complaint that comes to your attention is properly notified to your current insurer during the current policy (and definitely before it expires).

### When do I notify a claim/potential claim?

As soon as you:

- are 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.

### What Extensions to the policy 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 (excess of any other Trustee Policy)
- 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
- Committees
- Estate
- Fidelity – limit \$10,000
- Taxation Investigation – limit \$10,000
- Fines and Penalties – limit \$100,000

## What is a "Wrongful Act" under the policy?

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 Association, or any matter claimed against them solely by reason of serving the Association."

As you can see from the definition above, the cover provided to the Association and Office Bearers provides a very broad cover.

## What is the Sum Insured ?

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

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

Excess –  
Professional Indemnity - Nil  
Office Bearers – Nil  
Association Reimbursement - Nil  
Entity Insurance – Nil  
Fidelity - \$2,000 each and every claim  
Taxation Investigation - \$2,000 each and every claim

Insurer –  
CGU Insurance Ltd and Vero Insurance Ltd

## Personal Accident – Voluntary Workers

### What does the Policy cover ?

This policy provides cover for voluntary workers whilst engaged in voluntary work including necessary direct travel to and from such voluntary work on behalf of an affiliated club.

Provided always that the policy shall only apply in respect of such work officially organised by and under the control of the affiliated club.

No cover applies for claims arising out of horse riding activities whilst in the capacity of a voluntary worker.

### What are the age limits of the Policy ?

5 years to 80 years of age

### Table of Benefits

Part A - Lump Sum Benefits (Death & Capital as per attached table)	
Income Earners	\$50,000
Non Income Earners	\$10,000
Part B - Weekly Benefits - Injury (Temporary Total Disablement)	
Income Earners	85% of earnings Up to \$500 per week
Non Income Earners	Refer Non Income Earner Benefits

### Benefit Period

A period up to 104 weeks from the date of injury, unless otherwise stated.

### Excess Period

7 day excess is applicable.

### Insurer

ACE Insurance Limited 65%  
American Home Assurance 35%

### **The following benefits apply to all Voluntary Workers**

Section 1 Part A Lump Sum Benefits are limited to \$10,000 with respect to Voluntary workers under the age of 18 years.

### **Non Medicare Medical Expenses**

If during the Period of Insurance an Insured Person suffers from an injury we will pay the Non-Medicare Medical Expenses incurred up to a maximum of \$ 5,000.

Excess \$ 50 each and every claim.

Definitions under Non-Medicare Medical Expenses :-

Non-Medicare Medical Expenses means

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

(b) expenses paid by an Insured Person or by the Insured 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

But excludes

- 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 the Insured is eligible to receive Medicare benefits.

Conditions applying to Non-Medicare Medical Expenses

- Any benefit payable is less recovery made from any Private Health Insurance Fund.
- No benefit is payable in respect of the Medicare gap between payment made by Medicare and charges incurred.

### **Funeral Expenses**

It is hereby noted and agreed that where an Insured Person is aged 75 to 80 years and suffers an Accidental Death Part A of this Policy is replaced by the expenses of burial or cremation OR the cost of returning the Insured Person's body or ashes to their country of residence up to a maximum of \$ 5,000.

### **The following Benefits are applicable only to those members who are Non-Income Earners.**

### **Student Tutorial Cost**

If during the period of insurance a Voluntary Worker who is a student, suffers from an event described in Section 1 Part B and is unable to attend registered classes, we will pay the cost of reasonably and necessarily incurred home tutorial services as a result of that injury up to \$200 per week payable from the 8th day of treatment by a doctor for an aggregate period not exceeding 26 weeks.

Conditions applying to student tutorial costs

- The Voluntary Worker must be registered as a full time student
- Home tutorial services must be carried out by persons other than members of the Insured person's family or other relatives.

### **Emergency Home Help Clause**

If during the period of insurance a Voluntary Worker who is retired, unemployed or not in receipt of a salary suffers from an Event described in Section 1 - Part B and is unable to carry out Domestic Duties, we will pay for the cost of reasonably and necessarily incurred domestic duties expenses as a result of that injury up to \$200 per week payable from the 8th day of treatment by a doctor for an aggregate period not exceeding 26 weeks.

Definitions under Emergency Home Help

Domestic Duties means the usual and ordinary domestic duties undertaken by someone as a homemaker and could include child-minding and home help services.

Conditions applying to Emergency Home Help

- Child-minding services and domestic help must be carried out by persons other than members of the Insured Person's family or other relatives or persons permanently living with the Insured Person.
- Child-minding services and domestic help is certified by a doctor as being necessary for the recovery of the Insured Person.

### **Out of Pocket Expenses**

It is hereby declared and agreed that should a Voluntary Worker be a non-income earner, the benefit under Section 1 Part B - weekly benefits – injury is limited to \$100 per week payable upon receipts furnished by the Insured for such expenses attributable directly to such disablement to a maximum of \$1,000.

## Table of Benefits

### Section 1 Part A – Lump Sum 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	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	100%
(b) one ear	20%
10. Permanent Loss of use of four Fingers and Thumb of either Hand	75%
11. Permanent Loss of the lens of one eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13. Permanent Loss of use of four Fingers of either Hand	40%
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	15%
(b) two joints	10%
(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 Partial Disablement not otherwise provided for under Events 5 to 18 inclusive.	Such percentage of amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 5 to 18 inclusive. Event 19 is limited to a maximum of 75% of the amount shown in the Schedule against Part A – Lump Sum Benefits.

### Section 1 Part B – Weekly Injury Benefits

25. 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.
26. Temporary Partial Disablement	25% of the amount payable for Event 25.

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.

## 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 Association's National 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)

## Waiver of Rights

Some policies contain a clause that limits or excludes claims where the insured has limited its rights to recover a loss from another party in circumstances where that other party is responsible for the loss. For example, this may happen where the insured has entered into a contract limiting the liability that the other contracting party would have been under in the absence of the contract.

If you have entered into, or propose to enter into a contract which might limit rights against another contracting party, please let Aon know, so that we can advise you about how the agreement affects, or will affect, your cover.

## Binder Agreements

Aon has binder agreements with some insurers under which we are authorised to commit those insurers to providing cover without reference to them. Some of the classes of insurance provided in your program may be placed under such binder agreements.

When acting under a binder agreement we will be acting under an authority given to Aon by the insurer and will be effecting the insurance contract as agent of the insurer and not as your agent.

Nevertheless, we believe that in respect of those classes of insurance written under a binder agreement, the policy terms are very favourable and the rates are highly competitive. In addition, our binder arrangements with the insurers are such that we remain your agent in the handling of any claims that might arise under any of the policies written.

## Mis-statement of Premium

Aon makes every effort to determine the correct amount of premium and statutory charges that apply to your insurance. In the event that Aon mis-state that amount (either because we have made an unintentional error or because a third party has mis-stated the amount), we reserve the right to correct the error.

By instructing Aon to arrange insurance for you, you agree, where permitted by law, that you shall not hold Aon responsible for any loss that you may suffer as a result of any such mis-statement.

## Occurrence Basis Policies

Combined General Liability, Industrial Special Risks, Travel, Aviation, Contract Works, Marine policies and some other policies are written on an occurrence basis.

This means when there is an incident/occurrence giving rise to a claim, the policy that responds is the policy that was in force at the time of the incident/occurrence.

## 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

Personal Insurance

- Home & Contents
- Motor Vehicle
- Boat
- Travel

[www.apigold.aon.com.au](http://www.apigold.aon.com.au) or

Contact Aon Risk Services Australia Limited on 1300 134 256

## Contact Details

For further assistance contact :



Jasmine Greaves or Suzanna Kilibarda  
Aon Risk Services Australia Limited  
Free Call : 1800 806 493  
Email: [equestrian@aon.com.au](mailto:equestrian@aon.com.au)