



Members Insurance Cover

1 January 2008 to 1 January 2009

These notes have been produced to give registered members a summary of the cover provided as part of their membership to the Australian Endurance Riders Association Inc but do not necessarily incorporate all the terms and conditions of the policy.

The Master Policy held at the Association's Office is available for further reference and takes 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.

Equine Liability (Public & Products Liability Insurance)

What and who does the policy cover ?

This policy covers the registered Adult or Junior Member 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 the member should they be held liable for causing bodily injury or property damage to a third party, including whilst attending or participating in Australian Endurance Riders of Australia sanctioned and/or authorised rides or 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 must be referred to Aon as soon as possible.

Where you are involved in income earning, commercial or business related activities, separate or additional coverage may be required.

Cover is provided to the member when they are:

- Attending and/or participating in sanctioned and/or authorised AERA rides/activities
- Attending and/or participating in approved affiliated club activities
- Training or Practicing for AERA competition
- Agisting their horse at a third party premise.
- Exhibitions and performances
- Temporary Overseas Visits
- Pleasure Riding

What is the Sum Insured ?

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

Excess –
\$2,500 each and every claim

Insurer –
Lloyds of London

What are some of the Major Exclusions

- Damage to property owned by the Member
- Damage to 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 Member
- 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
- Cover does not apply where cover is provided by the Members Home insurance policy or similar.
- Cover excludes claims arising out of the ownership or lease of property or vacant land.
- Cover does not apply where the Member is required to effect a separate cover.
- Cover does not apply where the Member is requested to contribute to another insurance program.
- Cover does not apply to day or temporary participants.

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 Dee Berry at qera_registrar@bigpond.com to obtain a Report Form for completion and return.

Personal Accident – Members

This policy provides cover for registered Adult and Junior Members of the Australian Endurance Riders Association 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.

Including whilst:

- ✓ Practicing
- ✓ Training
- ✓ Participating in endurance rides
- ✓ Attending training rides
- ✓ Whilst preparing a horse at home for a future ride
- ✓ Lunging
- ✓ Pleasure riding

Cover is NOT provided when you are:

- ✗ Traveling to and from such activities
- ✗ Earning an income

For the purpose of this summary of cover, income-deriving equestrian activities mean equestrian activities which earn the member a source of assessable taxable income.

This condition does not apply where the Member is being paid to ride in an official endurance ride listed on the AERA calendar.

Separate cover may be purchased to meet individual requirements where you earn an income from equestrian related activities.

A registered Adult Riding Member is aged between 18 years and 80 years of age.

A registered Junior Riding Member is aged between 5 years and 17 years of age.

Cover is provided Worldwide, however, cover available under the policy whilst travelling overseas excludes such things as:

- ✗ Medical expenses incurred overseas
- ✗ Lost baggage
- ✗ Cancellation of flights

It therefore may not be adequate for your needs and we recommend that separate travel insurance be arranged.

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

This policy is underwritten by ACE Insurance Limited.

The notes provided are a summary of the policy for information purposes only. The cover is at all times subject to the Terms and Conditions of the master policy.

Benefits

Adult Riding Members	
	Lump Sum Benefits (Death & Capital as per Table of Benefits)
Income Earners	Up to a maximum of \$50,000
Non-Income Earners	Up to a maximum of \$50,000
	Weekly Benefits - Injury (Temporary Total Disablement)
Income Earners	85% of earnings Up to \$500 per week payable up to 52 weeks from the date of the 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 Riding Members	
	Lump Sum Benefits (Death & Capital as per Table of Benefits)
Income Earners	Up to a maximum of \$10,000
Non-Income Earners	Up to a maximum of \$10,000
	Weekly Benefits - Injury (Temporary Total Disablement)
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 Dee Berry at qera_registrar@bigpond.com to obtain a Report Form for completion and return.

A claim form will then be arranged to be forwarded to you for completion and return to Aon.

Additional Benefits

Applicable to Adult & Junior Members

Non Medicare Medical Expenses

If you suffer an injury you also have cover for any 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 the injury and paid to a legally qualified medical 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

Where any part of the medical expense is claimable through Medicare you are unable to claim the 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 (Adult Riding Members only)

Where you suffer an accidental death this policy covers the expenses of burial or cremation or the cost of returning your body or ashes to your country/place of residence up to a maximum of \$5,000.

Other Benefits

Applicable to non-income earners only

If you are a Non-Income Earner the policy may entitle you to claim the following benefits.

Student Tutorial Cost

If you are a full time student and suffer an injury and are unable to attend registered classes we will pay the costs reasonably and necessarily incurred for home tutorial services up to \$200 per week payable from the 8th day of treatment for a maximum period of 26 weeks, provided such fees:

Are paid to a professionally qualified tutor who continues teaching you during the period of disability.

Are deemed necessary for the your recovery by your Medical Practitioner.

Emergency Home Help Clause

If you suffer an injury and are 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 8th day of treatment for a maximum of 26 weeks, provided that domestic help and child minding 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 we will pay \$100 per week up to a maximum of \$1,000 payable upon furnished receipts. Physical damage to property is not an expense that is deemed to be directly attributable to the disablement and your ability to perform normal everyday activities.

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

Table of Benefits

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 (not available to non-income earners)	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.

Part B – Weekly Injury Benefits (income earners only)

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.

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

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

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.

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.

Contact Details

For further assistance contact :



Aon Risk Services Australia Limited
Free Call : 1800 806 493
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