



## Affiliated Clubs and/or Rides Insurance Package

These notes have been produced to give clubs and ride organisers a summary of the various policies provided as part of their affiliation to the State Divisions of 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. On request, AERA will provide you with a complementary copy of the Master Policy.

The cover provided has been structured based on the Australian Endurance Riders Association's activities, risk management procedures, rules and regulations. Anyone acting outside these guidelines may prejudice their entitlement under the policy and be left uninsured.

The cover afforded under the Master Policies commences on 1 January 2010 and terminates on 1 January 2011. Where insurance cover will not apply for this period, or is (or is likely to be) cancelled or not renewed, AERA undertakes to notify you of these occurrences by announcement on the webpage and/or newsletters. You may, at any time, check the currency of this Policy by contacting our broker, Aon Risk Services Limited ABN 17 000 434 720 AFSL 241141 on 1800 806 493.

### Equine Liability

### (Public & Products Liability Insurance)

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

This policy covers your club, organised ride and it's officials and voluntary workers if you/they are held liable for causing bodily injury or property damage to a third party whilst attending and/or

participating in authorised and/or sanctioned activities of the Australian Endurance Riders Association Inc.

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.

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.

Approved affiliated club activities include, but are not limited to:

<input type="checkbox"/> 1, 2 & 3 Star National Calendar Endurance rides	<input type="checkbox"/> Introductory Rides
<input type="checkbox"/> Training rides	<input type="checkbox"/> International Squad
<input type="checkbox"/> Fundraising	<input type="checkbox"/> Social activities
<input type="checkbox"/> Administration duties	<input type="checkbox"/> Tom Quilty
<input type="checkbox"/> Marathon rides	<input type="checkbox"/> General Meetings
<input type="checkbox"/> Displays	<input type="checkbox"/> Exhibitions
<input type="checkbox"/> Performances	<input type="checkbox"/> Working Bees

Cover automatically includes:

- 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)
- First Aid Treatment (The liability arising out of first aid treatment)
- Member to Member (for claims made against a member by a member)
- Voluntary and/or employed Veterinarians (providing services relative to the endurance ride)
- Day and/or Intro Riders (where the relevant fee has been paid to the Club)

Cover is not provided for:

- Damage to property owned by the Club, ride organisers or 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 of the club
- 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 –  
\$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 –  
\$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 a claim ?

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

If you do then your insurer could void the policy on the basis that their 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 Dee Berry at qera\_registrar@spiderweb.com.au to obtain incident report form
- Complete and return together with originals of all correspondence received from a third party.

### Association's Liability

#### What does the policy cover?

This policy provides cover for Committee Members of the Club or Ride 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.

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

#### 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 – up to \$100,000
- Fraud Investigation Costs
- Taxation Investigation – up to \$10,000
- Fines & Penalties – up to \$250,000
- Emergency Defence Costs – up to \$250,000
- Public Relations Expenses – up to \$250,000

### What are the main exclusions?

- Bodily injury and property damage
- Insolvency

### 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

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 60%

Vero Insurance Ltd 40%

### 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.

### Personal Accident – Voluntary Workers

#### What does the Policy cover ?

This policy provides cover for registered voluntary workers for personal injuries sustained whilst engaged in organised voluntary work on behalf of the affiliated Club or Ride including necessary direct travel to and from such voluntary work.

No cover applies for claims arising out of horse riding whilst in the capacity of a voluntary worker, except when conducted in the capacity as a track marker.

These notes provide 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.

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

This policy is underwritten by ACE Insurance Ltd.

#### Table of Benefits

Part A	Death & Capital as per 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 Nil excess unless otherwise stated
Non income earning volunteers	Not available to non-income earners. Other Benefits applicable as shown.

#### 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

(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

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 payments made by Medicare and charges incurred.

### 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

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 you are unable to attend classes we will pay for the cost incurred for home tutorial 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 persons other than members of the volunteers family or other relatives.

### Emergency Home Help Clause

If you are 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.

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 volunteer's family or other relatives or Persons permanently living with the volunteer.

Child-minding services and domestic help is certified by a doctor as being necessary for the recovery of the volunteer.

### Out of Pocket Expenses

This policy covers reasonable out of pocket expenses incurred as a result of the injury up to \$100 per week up to a maximum of \$1,000, payable upon receipt of 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.

## 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 (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.

### Section 1 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.

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

Contact Dee Berry at [qera\\_registrar@spiderweb.com.au](mailto:qera_registrar@spiderweb.com.au) 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.

## IMPORTANT NOTICES APPLICABLE TO ALL COVERS

### About this Policy

Australian Endurance Riders Association Inc (AERA) does not act as the Insurer's agent and does not hold an Australian Financial Services License. AERA is not authorised to provide you with any insurance advice so if you require any information about this insurance, please contact our broker, Aon Risk Services Limited on 1800 806 493 or email them at [equestrian@aon.com.au](mailto:equestrian@aon.com.au). Please note that Aon has arranged this Policy on behalf of AERA.

### 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:-

- past claims experience;
- a cancellation of a previous insurance policy or refusal by an insurer to renew a policy previously held by you;
- 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 Financial Ombudsmen 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)

### 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.

### 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.

### 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's Available

Club's Property Insurance:

- Building
- Contents

Equine Multi-Cover

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

Farm Insurance

- Home & Contents
- Motor Vehicle
- Farm property
- Hay / Feed

### Contact Details

For further assistance contact the Equine Service Team:



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

**AON** RISK SERVICES