



## Affiliated Clubs & Constituents Insurance Package

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. On request, Show Horse Council will provide you with a complementary copy of the Master Policy.

Cover has been structured based on the Council's risk management procedures, approved activities, rules and regulations and 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

31 July 2018 and terminates on 31 July 2019. Where insurance cover will not apply for this period, or is (or is likely to be) cancelled or not renewed, Show Horse Council 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 Solutions ABN 17 000 434 720 AFSL 241141 on 1800 806 493.

## PUBLIC & PRODUCTS LIABILITY INSURANCE

This policy covers your Constituent or Club and its inactive members, 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 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
- Inactive members whilst attending authorised and sanctioned activities of the club or constituent.
- Member to member - for claims made against a member by another member, even whilst participating in an activity
- Day members (where the relevant fee has been paid and Waiver completed)
- External visiting instructors – subject to below criteria.





**The policy does not provide cover 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).
- Agistment and/or other commercial activities



**Amount of Cover**

General Liability	<ul style="list-style-type: none"> <li>• \$20,000,000</li> <li>• In respect of any one occurrence or series of occurrences arising out of one event</li> </ul>
Care, Custody & Control	<ul style="list-style-type: none"> <li>• \$250,000</li> <li>• In respect of any one claim</li> </ul>
Excess	<ul style="list-style-type: none"> <li>• \$2,500</li> <li>• Each and every claim, payable by the Member, Constituent or club against whom the claim is made</li> </ul>

**External Visiting Instructors**

The policy is extended to cover visiting instructors used by the club or constituent, subject to the following conditions.

- accurate records must be maintained by the club or constituent including details of the instructor and attendees,
- normal day membership requirements are met
- no cover is afforded in the event cover is provided by the instructors own insurance policy

**Day Members**

Participants who are not active members of SHCA must be recorded as a day member and complete the Non Member Application/Entry Form. Cover is granted to the day member whilst attending at the club activity on the day specified on the entry.

The Remittance Form should be duly completed after each event and forwarded to SHCA.





## 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 as decision makers for the Club or Constituent.

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.

### 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.
- Loss of documents
- Statutory Liability
- Breach of contract
- Crisis costs
- Investigation costs
- Occupational health and safety defence costs and investigation costs
- Pollution defence costs and investigation costs
- Taxation audit costs
- Attendance at investigations
- Investigative fees
- Legal fees
- Court attendance
- Emergency costs
- Public relations costs

### Amount of Cover

Professional Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 any one claim</li> <li>• \$2,000,000 in the aggregate</li> </ul>
Management Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 any one claim</li> <li>• \$2,000,000 in the aggregate</li> </ul>
Associations Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 any one claim</li> <li>• \$2,000,000 in the aggregate</li> </ul>
Employment Practices Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 any one claim</li> <li>• \$2,000,000 in the aggregate</li> </ul>
Employee Fraud or Dishonesty	<ul style="list-style-type: none"> <li>• \$100,000</li> <li>• Any one claim</li> </ul>
Excess	<ul style="list-style-type: none"> <li>• \$2,500</li> <li>• Each and every claim</li> </ul>





**What is a “Wrongful Act”?**

A “Wrongful Act” is defined as:

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.

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.”

**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, Constituents 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 85 years of age.
- There is no cover for claims arising out of mounted horse riding activities whilst in the capacity of a voluntary worker except when in the capacity of a Mounted Steward.
- No cover is provided under this policy for members, day members or visiting instructors.

It is imperative a register of all volunteers be maintained including the volunteers assigned duties to enable evidence to be provided in the event of a claim.

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.

**Amount of Cover**

Death & Capital Benefits	<ul style="list-style-type: none"> <li>• Income Earning Volunteers</li> <li>• Up to a maximum of \$50,000 but limited to \$10,000 for Volunteers under 18 years of age</li> </ul>
Weekly Benefits - Injury	<ul style="list-style-type: none"> <li>• Non-Income Earning Volunteers</li> <li>• Up to a maximum of \$50,000 but limited to \$10,000 for Volunteers under 18 years of age</li> </ul>
Weekly Benefits - Injury	<ul style="list-style-type: none"> <li>• Income Earning Volunteers</li> <li>• 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</li> </ul>
Weekly Benefits - Injury	<ul style="list-style-type: none"> <li>• Non-Income Earning Volunteers</li> <li>• Benefit not available to non-income earners. Other Benefits applicable as shown</li> </ul>



## 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 to the limit shown below.

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 treatments relating to Medical, Surgical, X-ray, Chiropractic, Osteopathic, Physiotherapy, Hospitalisation, Nursing



### Non-Medicare Medical Expenses

- \$5,000 maximum
- \$50 excess each and every claim

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
- 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 the limit shown below.

### Funeral Expenses

- \$5,000 any one claim

## 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 you 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:

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

### Table of 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. a. Permanent Total Disablement - persons 65 years and under b. Paraplegia/Quadriplegia – persons 66 to 79 years	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.
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

### About this Policy

Show Horse Council of Australasia Inc does not act as the Insurer's agent and does not hold an Australian Financial Services License. (SHCA) 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 Solutions on 1800 806 493 or email them at [au.equestrian@aon.com](mailto:au.equestrian@aon.com). Please note that Aon has arranged this Policy on behalf of SHCA.

### 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).

### Master Policy Notice

Where cover is provided under a master policy an aggregate limit may be applicable which is shared by all insured persons. This limit may be eroded or completely exhausted by claims made under the master policy by other insured persons covered under the master policy.

### Binder Agreement and General Advice Warning

In arranging this policy, Aon is acting under a binder agreement from the insurer. When acting under a binder, Aon will be acting under an authority given to it by the insurer and will be effecting the insurance contract as agent of the insurer and not as your agent. Our binder arrangement with the insurer is such that we remain your agent in the handling of any claim. Any information provided about this policy is general in nature and does not take into account your particular objectives, financial situation and needs. Before making a decision, you should carefully consider all information provided to you including the policy wording and comparative table of coverage terms.

### Providing information to us

It is important that before you enter into a contract of insurance, you notify us of everything that is material to the risk. This will help us to properly understand your insurance requirements and also to arrange the most appropriate insurance cover for you. If you do not provide the insurer with this information, it is possible that the insurer may be entitled to reduce its liability under the contract in respect of a claim and/or may cancel the contract. If your non-disclosure is fraudulent, the insurer may avoid the contract from its commencement. If you are uncertain about whether or not a particular matter is material to the risk, then please contact us so that we can discuss this with you.

### Changes of circumstances must be notified

It is also important that you advise us of any changes to your business or circumstances (including location change or nature of business activities) that may occur once you have arranged the insurance so that we can take the necessary steps to make sure that you are adequately insured. A failure to advise the insurer of such changes may prejudice your cover.

### Understanding your policy terms and conditions

It is important that you understand the terms and conditions of your insurance policy including any limits of liability or deductibles that apply and also what responsibilities you have under the policy. Please read the policy and quotation schedule carefully and if there is anything that is incorrect or that you don't understand, please contact us immediately so that we can resolve the matter with you.

### Average or co-insurance

Some policies contain an "average" (sometimes called "co-insurance") clause. If you under insure, your claim may be reduced in proportion to the amount of under insurance. If you do not want average to apply, you must ensure that the level of your insurance is adequate whenever you take out or renew a policy. If your insurance is on a "reinstatement and replacement" basis (ie. "new for old"), the sum insured must be for the full cost of replacing the insured property with new property.

### Claims Made

This Policy is a claims made contract of insurance. This means that policy responds to claims first made against you and notified to the insurer in writing during the period of insurance provided that such claim arises from and an act or omission occurring after the retroactive date.

### Retroactive Date

The policy coverage is limited to acts and omissions that occur or are alleged to have been committed on or after the retroactive date. For example, if you have a retroactive date of 1 July 2013, the policy will not cover a claim arising from acts or omission occurring prior to that date. Please ensure that the retroactive date you select is sufficient and that you have no uncovered periods for which you require professional indemnity insurance.

### Non Admission of Liability & Subrogation

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have admitted liability or prejudiced the insurer's rights of subrogation where you are a party to an agreement which excludes or limits insurer's rights to recover the loss from another party.

### Interest of other parties

Your policy may exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy. Generally, the safest course is always to have all interests in all property insured noted on each policy. If anyone other than you has an interest in property you are insuring, please let us know.

### Utmost good faith

Every contract of insurance is based on utmost good faith requiring each party to act towards the other party with the utmost good faith. If you fail to do so you may prejudice any claim or the continuation of cover.

### Waiver of rights

Some policies contain a clause which 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 you have entered into a contract which limits the liability which 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 your right against another contracting person, please let us know immediately.

### Privacy

Aon is committed to protecting your personal information in accordance with the Australian Privacy Principles under the *Privacy Act 1988* (Cth). We collect, use and disclose personal information to offer, promote, provide, manage and administer the many financial services and products we and our group of companies are involved in as set out in the Aon Privacy Notice. In order to do this, we may also share your information with other persons or entities who assist us in providing or promoting our services as set out in the Aon Privacy Notice. Further information about our privacy practices can be located in the Aon Australia Group Privacy Policy Statement which can be viewed on our website at [www.aon.com.au](http://www.aon.com.au) or a copy can be sent to you on request by your Aon representative. You may also gain access to your personal information, or modify your privacy preferences, by contacting your Aon representative or our Privacy Officer at:

### Privacy Officer –

By email: [privacyofficer@aon.com.au](mailto:privacyofficer@aon.com.au)  
By mail: Level 33, 201 Kent Street Sydney NSW 2000  
By phone: (02) 9253 7000

Aon Risk Solutions  
Freecall: 1800 806 493  
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