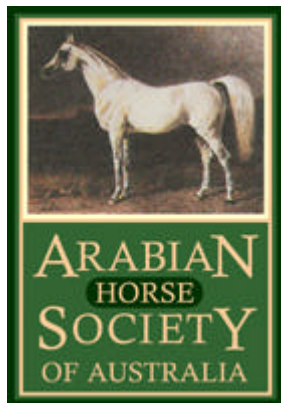


Arabian Horse Society of Australia Ltd



Members Insurance

Insurance For Members

These notes have been produced to give a summary of the cover provided as part of their membership to the Arabian Horse Society of Australia Ltd but do not necessarily incorporate all the terms and conditions of the policies.

The Master Policy is 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
Email : equestrian@aon.com.au*

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 limit of indemnity of the policy.

Just because you feel liable does not necessarily mean that, in a Court of Law, you would be found 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 the following:

- 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 liable 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)

When does the policy cover you ?

The policy includes but is not limited to cover whilst you are participating in the following activities.

- Competitions, events, 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.

Approved, authorised, sanctioned or under the control of the Arabian Horse Society of Australia Inc.

In addition to the above, cover is also provided to members in respect of Personal Liability. Which means in the event that a member does not have a separate policy providing personal liability insurance (such as normally included under a House and Contents policy or Equine Multi-Cover policy) then this extension will afford protection to the member in relation to recreational equestrian activities, but excludes commercial activities and/or where the member is otherwise required to effect or contribute to a separate cover.

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.

Products Liability –
\$10,000,000 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 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.

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.

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

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 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@eon.com.au