



**Frequently Asked Questions**  
**Version 5.0**  
**Australian Mens Shed Association**  
**Insurance Program**  
**2019/2020**



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# GENERAL

## 1. Who organises The Insurance?

The Insurance is arranged by AMSA's appointed insurance advisor, [Everest Risk Group Pty Ltd](#) (ERG)

ERG is a Corporate Authorised Representative (No 276869) of [Insurance Advisernet Australia Pty Limited](#). (IAA - Australian Financial Services Number 240549). We suggest reviewing our [Financial Services Guide](#) for information relating to our business and how we are remunerated.

Sean McDermott is an Authorised Representative (No 447131) of [Insurance Advisernet Australia Pty Limited](#). (IAA - Australian Financial Services Number 240549). We suggest reviewing our Financial Services Guide for information relating to our business and how we are remunerated, representing Everest Risk Group Pty Ltd

## 2. What is AMSA's role in The Insurance?

AMSA is a Group Purchasing Body providing a financial service under the exemption granted by the Australian Securities and Investments Commission (ASIC) under Class Order CO08/1

## 3. Who do we contact to discuss The Insurance?

Everest Risk Group Pty Ltd

Sean McDermott (Authorised Representative # 447131)

Phone: 02 8880 0653

Email: [team@everestrg.com.au](mailto:team@everestrg.com.au)

**When sending ERG email, please place the name of your Shed in the 'Subject' line. Also place your role within the committee in the body of the email.**

When contacting ERG, you should be aware of our Privacy Policy. The Privacy Policy sets out how we collect, disclose and handle personal information under the Privacy Act and the Australian Privacy Principals.

A copy of the policy is available at: <https://insuranceadviser.net/ia-privacy-policy>

#### 4. What policies are included in The Insurance?

ERG has put together a comprehensive package comprised of the following classes of Insurance:

1. Public & Products Liability
2. Voluntary Workers Personal Accident
3. Industrial Special Risks
4. Association Liability

Other policies are available by request via our office; however, they do not comprise part of the AMSA Insurance Program

#### 5. Are you the insurer?

No, we are the Insurance Advisor and act in the interests of AMSA and their member base as their intermediary.

We arrange The Insurance through various insurers and seek to find terms which will be the most favourable and suitable for AMSA and its members.

#### 6. Do we pay you directly?

In most cases, no. AMSA will invoice you the full cost of the insurance package which is then forwarded to us, in its entirety, for distribution to the various insurers.

The exception to this is where you have arranged additional coverage for your Shed building/contents or other bespoke coverage requests. We will invoice you directly, and you will remit funds directly to Insurance Advisernet Australia Pty Ltd.

#### 7. What is the cost of The Insurance?

The cost for the period 28 February 2019 – 28 February 2020 will reduce to \$19.50 per member

This is inclusive of all fees and charges but excludes any membership fee which may be charged by AMSA.

The cost of \$19.50 per member does not include any additional coverages arranged via our office

## 8. When should we complete the Injury Notification Form?

This form should be completed and returned wherever an injury has occurred, and:

- which requires medical attention; or,
- is of a serious nature; or,
- occurs to a non-member regardless of seriousness.

If a claim is made at a later stage, this form could prove vital to the Shed & the insurer.

The Injury Notification Form **must be signed** by a committee member.

A copy of the form is available by [CLICKING HERE](#)

It is suggested you print this form and keep copies available for completion.

## 9. What do we do if we have a Burglary claim?

- Notify local police and take note of police event number
- Take photos of the point of entry
- Take all necessary steps to prevent further loss
- Complete the claim form by visiting this link: [CLICK HERE](#)

In order to complete the claim form, you will require:

- Completed asset register of items lost – [CLICK HERE](#) to download
- Scanned copies of proof of purchase/photos of stolen items
- Scanned Quotations for missing items
- Photo of the point of entry
- Details of the steps taken to prevent further theft

In the event of an emergency where a building is not safe, please call Sean McDermott on 02 8880 0653 (diverts to mobile out of hours) and he will assist where able.

## 10. What do we do if we have a general claim?

In general

1. **Do Not Admit Liability**
2. Take all measures to mitigate further loss.
3. Take photos and in the event of property destruction, do not discard this property until the insurer has provided confirmation to do so.
4. Complete the applicable claim form by clicking the applicable link below
  - a. Voluntary Workers Personal Accident

- i. [Incident Notification Form](#) (to be completed for each injury, irrespective of whether a claim is made or not)
    - ii. [Claim Form](#)
  - b. [Industrial Special Risks](#) (Property)
    - i. In order to complete the claim form, you will require:
      1. Completed asset register of items lost – [CLICK HERE](#) to download
      2. Scanned copies of proof of purchase/photos of items claimed
      3. Scanned Quotations for items claimed
      4. Photo of the point of entry (burglary only)
    - ii. In the event of an emergency where a building is not safe, please call Sean McDermott on 02 8880 0653 (diverts to mobile out of hours) and he will assist where able.
  - c. Public & Products Liability – Contact Us
  - d. Association Liability – Contact Us
5. If the claim is Voluntary Workers Personal Accident related, please send a copy of your member list at the time you joined the AMSA Insurance Program for the current year
6. Contact ERG in the following ways:

Sean McDermott (Authorised Representative # 447131)

Phone: 02 8880 0653

Email: team@everestrg.com.au

**When sending ERG email, please place the name of your Shed in the 'Subject' line. Also place your role within the committee in the body of the email.**

## 11. [We have received a letter of demand, what should we do?](#)

Do not admit liability. Urgently email our office a copy of the letter. No reply should be made to the originating party unless the insurer has provided permission to do so.

## 12. [Who is the Insured?](#)

Most of the policies share the common insured name as follows:

'Australian Men's Shed Association ABN 84 144 866 277 (AMSA) and

all Individual Sheds accepted as being part of AMSA and the members of all noted entities as per the shed register provided by AMSA

### 13. How have you described our activities to the insurer(s)?

For the purpose of clarity and avoidance of doubt, the following Business Description and activity list has been conveyed, disclosed and accepted by insurers participating in the AMSA insurance:

'Community Non for profit organisation with activities such as:

- a) Fundraising BBQ's for the shed & community
- b) Holding and/or organisation of Fete's, Markets & the Like including car parking direction (not a valet service) where there will be less than 2,500 participants, no fireworks or pyrotechnics and each exhibitor would be responsible for their own insurance coverage
- c) Project work within a shed space, including all workshop type activities and subsequent installation where Statutory Certification is not required
- d) Project work in the community excluding trade services where Statutory Certification is required
- e) Mentoring and tutorage of students and those from Youth Justice Programmes from the age of 12
- f) Instruction of others within the shed on correct use of workshop tools and equipment
- g) Production and sale of woodwork and other products in order to support fundraising objectives of the shed
- h) Exercise programmes for mind, body & spirit including workout space where weight blocks do not exceed 5kg
- i) Repairs to machinery &/or equipment including lawnmowers or small calibre motorised equipment where Statutory Certification is not required
- j) Book Clubs
- k) Excursions, including by bicycle or foot, on designated tracks, pathways and other outside locations
- l) Tours & Tour accompaniment within Australia
- m) Provision of guest speakers on relevant topics
- n) Model aircraft flying and tutorage
- o) Working with local retailers to construct equipment as per manufacturers specifications
- p) Tutorage and assistance of those with special needs'
- q) Cookery classes where the instructor has relevant food handling certification'
- r) Testing & Tagging of Shed owned equipment where the work is done by those holding appropriate certification. This does not extend to equipment being readied for sale.
- s) Working with participants provided from external agencies



## 14. Are there Excluded Activities?

Each policy has its own list of overarching exclusions, which must be read within the terms and conditions of each policy. However, regarding Public & Products Liability, there are a specific set of activities which are excluded from cover. This has been done to prevent significant premium impost to the members whom form the policy.

This insurance does not apply to any damages, loss, cost or expense arising out of bodily injury, personal injury or property damage sustained by any person during their:

- participation in; or
- preparation for participation in;

any performance, game, match, practice, trial, demonstration or other activity in connection with the Specified Sporting Activity(ies) scheduled below including such bodily injury, personal injury or property damage caused by another person(s) participating in the same activity(ies).

*Specified Sporting Activity(ies):*

1. Flying foxes, zip wires, zip lines and/or aerial runways;
2. Bungee jumping;
3. Motorised water sports;
4. Rodeos;
5. Canyoning;
6. Abseiling & outdoor rock climbing
7. Caving;
8. Jumping pillows;
9. Go karting
10. Parachuting/sky diving
11. Zorbing
12. Jet pack assisted or unassisted related flying devices.
13. Hunting and any activities involving live fire ammunition

The exclusions (1) – (13) are absolute and for the protection of the claims history and long term affordability of the AMSA programme.

## 15. Our shed performs one or more of the 'Excluded activities', what now?

Unfortunately, the Program will not recognise the activity as being covered by insurance.

In this instance, you have two options:

1. Cease performing the activity; or,

2. Contact our office in order to discuss the possibility of having a policy issued outside of The Insurance. Additional information will be required and applicable premiums paid.

## 16. We cannot find an activity listed on either the 'Included' or 'Excluded' lists, what now?

If you perform an activity which falls outside of either of the 'Included' or 'Excluded' list, we suggest you contact our office, providing details of what the activity is.

It may be a simple case of interpretation, we therefore suggest, before contacting us, you review the Business Description & Excluded Activities in detail.

## 17. Can we sign a contract with anybody and still be covered?

Be careful when signing contracts with other parties. Whilst we are not qualified to provide you with legal advice, we can't stress enough, the importance of checking the contract against the insurance you have.

Be particularly mindful when signing documents where you assume the liability of others, or, you waive any claim or right of recovery against the other party for loss.

If you are in any doubt as to whether you are exposing yourself to potential uninsured liabilities, whilst it is not a requirement, we suggest you contact our office to discuss before the contract is entered into.

## 18. We run our Shed as a commercial operation, is this still covered?

No. Where a Shed is operating as a commercial operation, as in, it has shareholders or is designed to turn a profit for the benefit of specific third parties, no cover is provided.

The policies are issued on the understanding that a Shed is a Not for Profit community organisation, raising funds for the continuance of programmes in the benefit of the Shed and the community.

## 19. Is there an upper age limit to those working in a Shed?

No

## 20. We are about to build a Shed, what should we do?

If you are to be the principal (owner builder), please contact our office to arrange cover under a Contract Works policy. The Industrial Special Risks policy under

the AMSA Insurance Program does not cover damage to sheds during the construction phase.

21. We have a member with a full time carer, will this carer be covered by the AMSA Insurance Program?

No. Full time carers have access to government arranged insurance schemes; or, in the event they are employed to be a carer, should be covered by their employers' policy.

Prior to access on site, it is suggested the Shed obtain a copy of the carers insurance.

22. We sublease our Shed to other parties, are they covered by our policies?

No. There is no first party access to the AMSA Insurance Program. Confirmation of the other parties insurance should be sought before access is granted.

23. Can we make participants from external agencies, members of the Shed?

Anybody can be made a member of the Shed, subject to each committee's guidelines and constitution. Coverage for a claim will ultimately rely on whether the individual was at the Shed as a member; or, as part of another program.

An example would be Working for the Dole. Whilst Working for the Dole (WFD) participants can be made members, coverage for them under the AMSA Insurance Program, will only be provided whilst they are at the Shed outside of the times required by the WFD program. If it is shown their time sheet has them at the Shed each Monday, they would not be covered by the AMSA Insurance Program on a Monday.

WFD & external agency participants should have access to insurance provided by the external agency sending them. The Shed should be provided a copy of the Certificate of Currency for Public & Products Liability as well as Workers Compensation/Accident, prior to accepting anyone from external agencies.

24. Should we allow members to work in the Shed by themselves?

No. AMSA does not approve of the Shed being utilised by individuals, where no one else is present. This presents obvious health and safety concerns should an accident occur.

It is understood this exception does not apply where general admin/rubbish duties are being performed.

## 25. What happens if our Shed has less than 10 Members?

We understand Sheds may be developing and have numbers less than 10. Unfortunately, due to the administrative cost, along with the low cost involved, a minimum of ten members applies.

## PUBLIC & PRODUCTS LIABILITY

### 26. Who is the insurer?

Chubb Insurance Australia Ltd

### 27. What is Public & Products Liability?

The policy covers Your legal liability to pay compensation, including costs, fees and expenses, for Injury or Damage to third parties which occurs as a result of an Occurrence in connection with your activities.

In order to make a claim, negligence must first be asserted to you, and a written demand made by a third party.

### 28. Where can we view the policy wording?

[CLICK HERE](#)

### 29. What is our limit of cover?

The policy provides:

• Each Occurrence Limit	\$40,000,000
• Each Act Limit (Advertising Injury & Personal Injury)	\$40,000,000
• Products Hazard Aggregate Limit	\$40,000,000
• Advertising Injury Aggregate Limit	\$40,000,000
• Pollution Aggregate Limit	\$40,000,000

### 30. How do we get a Certificate of Insurance?

A generic Certificate of Insurance will be available from the AMSA website from the 28<sup>th</sup> of February, however, in the event you require a bespoke certificate, listing your specific Shed, please contact ERG's office in order to obtain. You will need to have your membership number available and details of any third party requiring their noted interests.

### 31. We work with children, is this a problem?

Item (e) in the list of 'Included' activities shows:

Mentoring and tutorage of students and those from Youth Justice Programmes from the age of 12

It was a requirement to set parameters around the inclusion of this particular activity. In consultation with AMSA, we, and the insurers, are of the belief, children under the age of 12 would pose an overwhelming risk and therefore jeopardise the affordability of The Insurance. As such, if there any programs involving children under 12 we would suggest they are either suspended or you contact us to arrange a bespoke policy for these activities.

It is important to note however, there are certain Laws and Regulations surrounding the participation of children in the shed environment. We would suggest, prior to having children on site, enquiry is made to make sure your Shed complies.

Furthermore, where the Shed is providing instruction at the behest of a school or other organisation, to further protect the Shed and its members, we suggest having a formal agreement with said school or organisation where they are responsible for the Loss or Damage to third party property or bodily injury when caused by the child.

As a matter of risk mitigation, we and AMSA, fully recommend the implementation of a formal written policy for the respective Shed on the subject of Children in Sheds.

### 32. Is there an age limit to Public & Products Liability cover?

There will be no children within the shed environment under the age of 12 as part of a tutoring or Youth Justice Programme.

This does not prohibit a child attending with a Member whom is either their parent, guardian or grandparent.

Please refer to question (31) for further information relating to children in the Shed.

### 33. The policy states we are covered for “Project work in the community excluding trade services where Statutory Certification is required”. What is Statutory Certification and what does this mean for Community Project Work a shed may conduct?

Statutory Certification means; any, and all, State, Territory, Local & Federal regulations, by-laws and laws surrounding works which can only be completed by a licenced trades person with relevant qualifications or certifications.

Each state/territory will have their own requirements of what work requires a licence to be completed, and it would be these works your policy excludes cover for.

We recommend, the committee of each shed investigate regulations in their area prior to approving Project work in the community to ensure policy exclusions are not triggered.

### 34. I am a licenced tradesperson, am I covered by The Insurance?

Where you are performing work reliant upon your licencing as a tradesperson, therefore, statutory regulation applying, the policy would not extend to cover you for these works.

In this instance, you would be required to hold your own insurance cover and supply AMSA or it's Shed a copy of the Public & Products Liability and Workcover insurance certificate noting your ABN for works completed.

### 35. Why do we need a food handling certificate when teaching others to cook?

Whilst the policy acknowledges you conduct cooking classes, it is important the instruction being provided is done so taking into account safe food handling practices and that this instruction is passed on to those learning.

The best way in which this can be shown is through the instructor providing evidence of their Food Handling Certificate.

### 36. We are organising an event, what should we do?

The organisation and holding of an event is an automatically accepted activity as per item (b) of question 11. It is important to note however; automatic cover is only provided when:

- There will be less than 2,500 participants; and,
- There will be **no** fireworks or pyrotechnics; and,
- Each exhibitor will be responsible for their own insurance and should be confirmed prior to the event. The name of the Shed should be listed as an Interested Party for the event; and,
- Shed members do not partake in parking vehicles (giving direction is acceptable)

Should these points be met, cover is automatically provided under the Public & Products Liability policy.

Where your event falls outside of these parameters, cover will not exist under The Insurance and would therefore need to be arranged as a standalone policy to protect you.

### 37. As a member, what if my property is damaged or I am injured by the negligence of another Member?

The Public & Products Liability policy has an inclusion which is designed partly for this situation.

Each Member is insured as if they were to have their own policy as per following clause:

*“Separation of Insureds*

*Except with respect to the Limits Of Insurance, Cancellation Condition and any rights or duties specifically assigned in this insurance to the first Named **Insured**, this insurance applies:*

- *as if each Named **Insured** were the only Named Insured; and*
- *separately to each **insured** against whom a claim is made.”*

Another term for this type of inclusion is ‘Member to Member’ cover.

In order to make a claim, the aggrieved party still needs to provide a letter of demand.

### 38. We are about to build a Shed, are we covered?

Under the Public & Products Liability policy, you are NOT covered for work performed which requires Statutory Certification/Licensing. As an example, under this policy you are not covered for any Electrical work you do, whether licenced or not.

We suggest you obtain a Contract Works policy, designed for these circumstances. Please contact our office to discuss.

### 39. We perform Tagging & Testing on non-shed owned property, is this activity covered?

No. Whilst Tagging & Testing was fully excluded under the 2015/2016 policy, we have managed to enhance the policy by including it for equipment belonging to the Shed itself. So long as the testing is being done by someone certified to do so.

This activity does not extend to equipment being readied for sale.

An alternative policy will need to be sought for Testing & Tagging in the community.



## VOLUNTARY WORKERS PERSONAL ACCIDENT

### 40. Who is the insurer?

The policy is provided by Chubb Insurance Australia Limited

### 41. Where can we view the policy wording?

[CLICK HERE](#)

### 42. What is Voluntary Workers Personal Accident?

Voluntary Workers Personal Accident is designed to cover the out of pocket Non Medicare Medical Expenses incurred by a Member where a Member sustains an injury.

The policy also provides, according to a Table of Events, a specific lump sum payments for certain injuries as well as accidental death.

General insurers are unable to make payments where Medicare provides a component of cost. This is known as 'The Gap'

### 43. When am I covered by this policy?

The insurance being provided under this policy shall only apply whilst a Member is engaged in voluntary work authorised and under the control of AMSA or its subscribed Shed, including direct travel to and from the authorised voluntary work.

### 44. What is 'Authorised Voluntary Work'?

Authorised Voluntary Work is the work agreed to be performed by the Shedders upon authorisation of the Shed committee.

### 45. Are there age limits?

No. The policy now does not have an upper age limit. It should be noted however; the Lump Sum Benefits of those over the age of 75 reduce.

### 46. Are there 'pre-existing' medical condition exclusions in the cover?

Yes. The policy is designed to cover unforeseen events. Any pre-existing condition or degenerative conditions are excluded by the policy.

***"Pre-Existing Medical Condition means***

- a) *any physical defect or condition for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor or Dentist in the three (3) years immediately prior to becoming a Covered Person under the Policy; or*
- b) *a condition of which a reasonable person in the circumstances would be expected to be aware of in the three (3) months immediately prior to becoming a Covered Person under the Policy."*

#### 47. Will the Voluntary Workers Personal Accident pay costs where Medicare pays part of the expense?

No. General Insurers are prohibited by law to insure what is known as 'The Gap', this being the difference between what you pay, and what Medicare pays. The Australian Government has determined this should be the responsibility of Private Health Insurers.

#### 48. Notes in regards to Voluntary Workers Personal Accident

This policy **does not** replace private medical cover or Medicare.

This policy reimburses costs, as per the schedule of benefits, for the out of pocket, non-Medicare related expenses.

Where a claim is made under the policy, the information you provide to our office, will also be provided to AMSA, as the policy holder.

When making a claim under this policy, we will contact the Shed committee to obtain a copy of their member register as at the joining of the AMSA Insurance Program.

It is a requirement of the policy that all incidents are reported to the insurer within 30 days. This can be done by completing the [Injury Notification Form](#).

## INDUSTRIAL SPECIAL RISKS (ISR)

### 49. Who is the insurer?

Insurance Australia Ltd Trading as CGU Insurance

### 50. Where can we view the policy wording?

[CLICK HERE](#)

### 51. We are about to build a Shed, are we covered?

Under the Industrial Special Risks policy, your shed is not coverable until the point of practical completion and occupancy certificate provided. It will not be covered until complete and declared to our office.

We suggest you obtain a 'Contract Works' policy from the builder prior and for the construction phase, or, alternatively, contact our office for a quotation.

### 52. We have contents in two locations, are we covered for both?

**No.** Both sites need to be declared to the insurer and appropriate premium collected.

**There is however, limited coverage for temporary removal of property.** The limit is \$10,000 and is restricted to loss in the following ways:

Whilst such property is in transit (excluding loading, unloading and storage in transit), cover is limited to physical loss, destruction or damage caused by fire, lightning, explosion, earthquake, aircraft, riot, strikes, malicious damage and storm and/or tempest.

The temporary removal extension does not cover stock and/or merchandise.

### 53. Are we covered for flood?

If your Shed is in an ARI (Average Recurrence Interval) of 1 in 101 years or above for the incidence of flood, cover is automatically provided subject to a limit of \$50,000 per flood event with a \$5,000 excess for each and every claim.

All other locations with an ARI of 1 in 100 years or below, cover will be subject to application and review by CGU Insurance with the possibility of either or all the following:

- Additional Premium
- Higher Excess
- Declinature of flood cover

Please note, flood does not include normal wind, storm, rain or water perils as flood is defined:

*“The covering of normally dry land by water that has escaped or been released from the normal confines of:*

- a) *any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or*
- b) *any reservoir, canal or dam.”*

#### 54. What is the excess payable?

For most claims, the excess payable is \$500 with the exception of:

- a) Burglary                      All claims \$1,000 except if a claim for Burglary has been made in the last 12 months; whereby, the excess will rise to \$1,500
- b) Earthquake, Subterranean Fire or Volcanic Eruption \$20,000 or 1% of the Declared value, whichever is lesser.
- c) Named Cyclone - \$20,000

Each Shed should be taking a proactive approach to mitigate the risk of loss.

#### 55. What values should we be insuring for?

The automatic Declared Values for each nominated location is \$100,000 for Shed property, which includes:

- Contents, Plant & Equipment
- Fixtures & Fittings
- Building (the cost to rebuild the shed)

**The \$100,000 needs to represent the costs relating to:**

- Replacement of items lost – i.e. the actual cost of replacing all items as new (new for old). The replacement cost also includes those items that are donated.
- Labour & material costs of rebuilding – The labour & material cost needs to be made on a commercial basis and not that of a voluntary or donated basis.

#### 56. We have assessed our values and they are more than the automatic \$100,000 Declared Value of the policy, what now?

Contact us. We have an alternative arrangement for the larger sheds whom do not fall into the automatic cover limits. Additional premium is applicable.

The final price you pay will differ depending on the state and location of your Shed.

## 57. What happens if we declare the wrong values?

Average/Co-Insurance (Underinsurance) applies to this policy. An example of how it operates is as follows:

This policy is written on a "Reinstatement/Replacement" basis which means replacing the property destroyed or restoring the damage in new materials without any deduction for depreciation.

The following is an example illustrating the Average/Co-Insurance clause.

<b>Full property value</b>	<b>= \$200,000</b>
<b>Declared Value</b>	<b>= \$100,000</b>

According to these declared values, You are in effect self-insured for 50% of the property's full value. Therefore in the event of claim:

<b>Actual amount of damage</b>	<b>= \$20,000</b>
<b>Amount Insurer would pay</b>	<b>= \$10,000</b>

Only 50% of the total damage would be payable by the insurers as a claim due to the underinsurance of the property.

It is important you assess your values and err on the side of caution when deciding what you should be insuring for.

## 58. Are we covered for Burglary?

Yes. There is an automatic limit of \$15,000 included in the policy which is for any one claim at any one location.

If you require more than this limit, please contact our office in order to discuss your needs.

## 59. We have a trailer/registered plant, are we covered?

No.

Whilst the ISR policy provides cover for mobile plant and equipment (excluding cars, sedans, panel vans and trucks) which is not otherwise insured, whilst on the Shed premises, it does not cover Vehicles or trailers registered or licensed to travel on a public road.

If you require a separate policy for such equipment, please contact our office.

## ASSOCIATION LIABILITY

### 60. Who is the insurer?

DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyds of London

### 61. What is Association Liability?

Association Liability is designed to cover the Director's, Committee members and office holders of the Association as well as individual State and Shed Committee members, for the cost of investigating and defending any actual or alleged "wrongful" act in the discharge of their duties, except for acts involving proven dishonesty, fraud or misconduct.

### 62. Can I obtain a Certificate of Insurance for Association Liability?

Due to certain provisions within the design of this policy which make it a confidential contract of insurance, a Certificate of Insurance can be furnished to committee members upon request

# IA PRIVACY POLICY

At Insurance Advisernet Australia Pty Ltd (IA), we are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs).

This Privacy Policy applies to personal information collected by us and explains how we collect, use, disclose and handle it as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs.

## What is Personal Information?

The Privacy Act defines personal information to mean: Information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether recorded in a material form or not.

## What Is Sensitive Information?

Sensitive information is a subset of personal information and means: Information or opinion about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

## What Kinds of Personal Information Do We Collect and Hold?

The kinds of personal information we collect and hold vary depending on the services we are providing, but generally can include:

- Your contact information such as full name (first and last), e-mail address, current postal address, delivery address (if different to postal address) and phone numbers;
- Details relating to your employment (if applicable) or your previous employment;
- Your date of birth • Insurance history;
- other information specific to our products or services such as your opinions, statements and endorsements collected personally or via surveys and questionnaires, including but not limited to your views on the products and services offered by IA; and
- If you are requesting products or services from us, we will collect any relevant payment or billing information, (including but not limited to bank account details, direct debit, credit card details, billing address, premium funding and instalment information.

The type of sensitive information we may collect generally includes:

- criminal record;
- health information; and
- membership of a professional or trade association

## How Do We Collect and Hold Personal Information?

We only collect personal information by lawful and fair means and where it is reasonably necessary for, or directly related to, one or more of our functions or activities.

Unless it is unreasonable or impracticable for us to do so, or as provided otherwise under this Privacy Policy, we will collect your information directly from you or your agents.

If we collect details about you from someone else, we will, take reasonable steps to make you aware of the collection in accordance with the APPs.

We may obtain personal information indirectly and who it is from can depend on the circumstances. We will usually obtain it from another insured if they arrange a policy which also covers you, related bodies corporate, referrals, your previous insurers or insurance intermediaries, witnesses in relation to claims, health care workers, publicly available sources, premium funders and persons who we enter into business alliances with.

*We attempt to limit the collection and use of sensitive information from you unless we are required to do so in order to carry out the services provided to you. However, we do not collect sensitive information without your consent.*

We hold the personal information we collect within our own data storage devices or with a third party provider of data storage. We discuss the security of your personal information below.

### **The purposes for which we collect, hold, use and disclose your personal information**

We collect, hold, use and disclose your personal information where it is reasonably necessary for, or directly related to, one or more of our functions or activities. These will usually include our insurance broking services, insurance intermediary services, funding services, claims management services and risk management and other consulting services and to meet any obligations we have at law e.g. identity checks required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and other legislation. We also use it for direct marketing purposes explained in more detail below.

For example, we usually need to collect, hold, use and disclose personal information where:

- we are providing personal advice, so we can provide this advice to you;
- we arrange insurance, so insurer(s) can decide whether to offer insurance or not;
- you require premium funding, so the funder can decide whether to provide the funding or not;
- a claim is made, so the insurer can make a decision on the claim;

We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent). We will only use your personal information for the primary purposes for which it was collected or as consented to.

We usually disclose personal information to third parties who assist us or are involved in the provision of our services and your personal information is disclosed to them only in connection with the services we provide to you or with your consent. We may also disclose it for direct marketing purposes explained in more detail below.

The third parties can include our related companies, our agents or contractors, insurers, their agents and others they rely on to provide their services and products (e.g reinsurers), premium funders, other insurance intermediaries, insurance reference bureaus, loss adjusters or assessors, medical service providers, credit agencies, lawyers and accountants, prospective purchasers of our business and our alliance and other business partners.

These parties are prohibited from using your personal information except for the specific purpose for which we supply it to them and we take such steps as are reasonable to ensure that they are aware of the provisions of this Privacy Policy in relation to your personal information.

We also use personal information to develop, identify and offer products and services that may interest you, conduct market or customer satisfaction research. From time to time we may seek to develop arrangements with other organisations that may be of benefit to you in relation to promotion, administration and use of our respective products and services. See direct marketing explained in more detail further below. We do not use sensitive information to send you direct marketing communications without your express consent.

If we do propose to disclose or use your personal information other than for the purposes listed above, we will first seek your consent prior to such disclosure or use.

If we give third parties (including their agents, employees and contractors) your personal information, we require them to only use it for the purposes we agreed to.

### **What If You Do Not Provide Some Personal Information to Us?**

If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services or products. If you do not provide the required personal information, we will explain what the impact will be.

### **What Do We Expect of You/ Third Parties We Deal with When Providing Personal Information About Another Person?**



When you provide us with personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, how we collect, use, disclose and handle it in accordance with this Privacy Policy and our relevant Privacy Statements. If it is sensitive information we rely on you to have obtained their consent to the above. If you have not done these things, you must tell us before you provide us with the relevant information.

If we give you personal information, you must only use it for the purposes we agreed to.

Unless an exemption applies or we agree otherwise, you must meet the requirements of the Privacy Act, when collecting, using, disclosing and handling personal information on our behalf.

You must also ensure that your agents, employees and contractors meet the above requirements.

### **How Do We Manage the Security of Your Personal Information?**

We take reasonable steps to ensure that your personal information is safe. We retain personal information in hard copy records and electronically with us or our appointed data storage provider(s). You will appreciate, however, that we cannot guarantee the security of all transmissions of personal information, especially where the internet is involved.

Notwithstanding the above, we endeavour to take all reasonable steps to:

- protect any personal information that we hold from misuse, interference and loss, and to protect it from unauthorised access, modification or disclosure both physically and through computer security measures;
- destroy or permanently de-identify personal information in accordance with the Privacy Act.

We maintain computer and network security; for example, we use firewalls, anti-virus & anti-spam (security measures for the internet) and other security systems such as user identifiers and passwords to control access to computer systems.

### **Data Quality**

We take reasonable steps to ensure that personal information is current, accurate, up-to-date and complete whenever we collect or use or disclose it. Throughout our dealings with you we will take reasonable steps to confirm the details of your personal information we hold and ask you if there are any changes required. The accuracy of personal information depends largely on the information you provide to us, so we rely on you to:

- let us know if there are any errors in your personal information you become aware of; and
- keep us up-to-date with changes to your personal information (such as your name or address).

### **Access to and Correction of Your Personal Information**

- You are entitled to have access to any personal information relating to you which we possess, except in some exceptional circumstances provided by in law. For example, we may refuse access where the:
  - information may have an unreasonable impact on the privacy of others;
  - request is frivolous or vexatious;
  - information relates to existing or anticipated legal proceedings and would not be accessible by the process of discovery in those proceedings;
  - information would reveal our intentions in relation to negotiations in such a way as to prejudice those negotiations.

Where providing access would reveal evaluative information generated by us in connection with a commercially sensitive decision-making process, we will provide an explanation for the decision rather than direct access to the information.

If we refuse access or to give access in the manner requested by you we will let you know why in writing and provide you with details about how to make a complaint about the refusal. If we make a correction to your personal information we may retain a copy of the previous information for our records or as required by law.

If you wish to access your personal information please write to Privacy Officer, Insurance Advisernet Australia Pty Ltd, PO Box 633 North Sydney NSW 2059.

In most cases we do not charge for receiving a request for access to personal information or for complying with a correction request

### **Do We Transfer Information Overseas?**

Any personal information provided to IA may be transferred to, and stored at, a destination outside Australia, including but not limited to New Zealand, Singapore, United Kingdom and the United States of America. Details of the countries we disclose to may change from time to time. Personal information may also be processed by staff or by other third parties operating outside Australia who work for us or for one of our suppliers, agents, partners or related companies.

When we send information overseas, in some cases we may not be able to take reasonable steps to ensure that overseas providers do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas. If you do not agree to the transfer of your personal information outside Australia, please contact us.

### **Sale or Restructure of Business**

In the future we may consider the sale or restructure of our business or the purchase of the business of other Insurance Brokers or financial advisers. In such circumstances it may be necessary for your personal information to be disclosed to permit the parties to assess the sale or restructure proposal for example through a due diligence process. We will only disclose such of your personal information as is necessary for the assessment of any sale or restructure proposal and subject to appropriate procedures to maintain the confidentiality and security of your personal information. In the event a sale or restructure proceeds, we will advise you accordingly.

### **Direct Marketing**

We may use your personal information, including any email address you give to us, to provide you with information and to tell you about our products, services or events or any other direct marketing activity (including third party products, services and events which we consider may be of interest to you). Without the limitation just described, if it is within your reasonable expectations that we send you direct marketing communications given the transaction or communication you have had with us, then we may also use your personal information for the purpose of sending you direct marketing communications which we may consider may be of interest to you. We may request our related parties to contact you about services and products that may be of interest to you.

### **Our Website**

You are able to visit our website without providing any personal information. We will only collect personal information through our websites with your prior knowledge for example where you submit an enquiry or application online. Email addresses are only collected if you send us a message and will not be automatically added to a mailing list.

### **Cookies**

A cookie is a small string of information that a website transfers to your browser for identification purposes. The cookies we use may identify individual users.

- Cookies can either be "persistent" or "session" based. Persistent cookies are stored on your computer, contain an expiration date, and are mainly for the user's convenience.
- Session cookies are short-lived and are held on your browser's memory only for the duration of your session; they are used only during a browsing session, and expire when you quit your browser.
- We may use both session and persistent cookies. This information may be used to personalise your current visit to our websites or assist with analytical information on site visits.
- Most internet browsers can be set to accept or reject cookies. If you do not want to accept cookies, you can adjust your internet browser to reject cookies or to notify you when they are being used. However, rejecting cookies may limit the functionality of our website

### **Complaints**

If you do have a complaint about privacy, we ask that you contact our office first to help us to assist you promptly.

In order to resolve a complaint, we:

- Will liaise with you to identify and define the nature and cause of the complaint;
- May request that you detail the nature of the complaint in writing;
- Will keep you informed of the likely time within which we will respond to your complaint;
- Will inform you of the reason for our decision in resolving such complaint; and
- Keep a record of the complaint and any action taken in the Register of Complaints.

If you have a complaint, please either email us at [reception@iaa.net.au](mailto:reception@iaa.net.au) or write to us at PO Box 633 North Sydney NSW 2059 and our Privacy Officer will then attempt to resolve the issue or complaint.

When we make our decision, we will also inform you of your right to take the matter to the Office of the Australian Information Commissioner (OAIC) if you are not satisfied. In addition if you have not received a response from us of any kind to your complaint within 30 days, then you have the right to take the matter to the OAIC (contact details are provided below).

You also have a right in limited circumstances to have your privacy complaint determined by the Financial Ombudsman Service (FOS). The FOS can determine a complaint about privacy where the complaint forms part of a wider dispute within the FOS Terms of Reference between you and us or when the privacy complaint relates to or arises from the collection of a debt. We are bound by FOS™ determinations, provided the dispute falls within the FOS Terms of Reference. Unless exceptional circumstances apply, you have two years from the date of our letter of decision to make an application to the FOS for a determination. You can access the FOS dispute resolution service by contacting them at:

Financial Ombudsman Service Australia GPO Box 3, Melbourne, Victoria 3001.

☎ 1800 367 287

🌐 [www.fos.org.au](http://www.fos.org.au) ✉ [info@fos.org.au](mailto:info@fos.org.au)

If you would like further details of our Privacy Complaints Handling Procedure, please contact our Privacy Officer using the contact details listed above.

We recommend that you retain this information for future reference.

## How to Contact Us and Opt Out Rights

If you wish to gain access to your personal information, want us to correct or update it, have a complaint about a breach of your privacy, wish to withhold your consent (opt out) of providing consent to any of the uses of your information including receiving offers of products or services from us, or have any other query relating to our Privacy Policy, contact our Privacy Officer during business hours on:

☎ (02) 9954 1311

📠 (02) 9954 1809

✉ [reception@iaa.net.au](mailto:reception@iaa.net.au)

✉ Att: Privacy Officer Insurance Advisernet Australia PO Box 633, North Sydney NSW 2059

We welcome your questions and comments about privacy.

This Privacy Policy is current from 22<sup>nd</sup> February 2018. In the event this Privacy Policy or any part thereof is amended or modified in the future, the revised version will be available by contacting our office or on our website.

You can also obtain information on privacy issues in Australia on the Office of the Australian Information Commissioner (OAIC) website at [www.oaic.gov.au](http://www.oaic.gov.au) or by contacting the OAIC by email at [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au) or by calling on 1300 363 992.