



# FREQUENTLY ASKED QUESTIONS

Version 9.0

## Australian Mens Shed Association

Insurance Program 28 February 2023 – 28 February 2024

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DUAL AUSTRALIA PTY LIMITED ABN 16 107 553 257 AFSL 280193 (WE/US/OUR) IS A COVERHOLDER FOR CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON (UNDERWRITERS) AND AN INSURER BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BHSI). DUAL HAS THE AUTHORITY TO BIND THIS POLICY ON BEHALF OF THESE UNDERWRITERS AND BHSI. ....	28
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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).

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

Everest Risk Group Pty Ltd

Sean McDermott (Authorised Representative # 447131)

Phone: 02 8880 0653

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

**When sending ERG email, please place the name of your organisation 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 Principles.

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](#)
5. [Group Personal Accident](#)

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

\*Industrial Special Risks is only provided when requested, paid for and shown as insured on your invoice provided by AMSA

**5. Are you the insurer?**

No, we are the Insurance Adviser and act in the interests of AMSA 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 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 2023 – 28 February 2024 will increase to \$29.00 per member.

The cost of \$29.00 per member does not include any additional coverages arranged via the Everest Risk Group office.

**8. 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 organisations accepted as being part of AMSA and the members of all noted entities as per the register provided by AMSA

**9. We are a *not* incorporated, can we access the insurance?**

No.

The policies are set up to cover legally incorporated entities only. If you are not incorporated, we are unable to insure you or members of this group as individuals.

## 10. 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) Property Owners
- b) Property Occupiers
- c) Fundraising BBQ's and similar activities
- d) 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.
- e) Project work, including all workshop type activities and subsequent installation where statutory certification is not required
- f) Project work in the community excluding trade services where statutory certification is required.
- g) Mentoring and tutorage of students from the age of 12
- h) Instruction of others on correct use of workshop tools and equipment
- i) Production and sale of woodwork and other products to support fundraising objectives
- j) Exercise programmes for mind, body & spirit including workout space where weight blocks do not exceed 10kg
- k) Repairs to machinery &/or equipment including lawnmowers or small calibre motorised equipment where statutory certification is not required
- l) Book Clubs, Art Clubs and other non-physical recreation activities undertaken at the insureds premises
- m) Excursions, including by bicycle (excluding mountain biking) or foot, on designated tracks, pathways, and other outside locations
- n) Tours & Tour accompaniment within Australia
- o) Provision of guest speakers on relevant topics
- p) Model aircraft flying and tutorage
- q) Working with local retailers to construct equipment as per manufacturers specifications
- r) Tutorage and assistance of those with special needs
- s) Cookery classes where the instructor has relevant food handling certificate
- t) Testing & Tagging of insured owned equipment where the work is done by those holding appropriate certification. This does not extend to equipment being readied for sale.
- u) Working with participants provided from external agencies
- v) Production of goods for sale

## 11. 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 Policy does not indemnify the Insured or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with

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 (whether motorised or not)
10. Motorised Sport of any kind
11. Parachuting/sky diving
12. Zorbing
13. Jet pack assisted or unassisted related flying devices.
14. Hunting and any activities involving live fire ammunition

The exclusions (1) – (14) are absolute and for the protection of the claims history and long term affordability of the AMSA programme.

#### 12. We perform 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 Everest Risk Group in order to discuss the possibility of having a policy issued outside of The AMSA Insurance. Additional information will be required, and applicable premiums paid.

#### 13. 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.

#### 14. 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.

**15. We operate as a commercial operation, is this still covered?**

No. Where you are 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 the insured is a Not for Profit community organisation, raising funds for the continuance of programmes in the benefit of the organisation and the community.

**16. Is there an upper age limit to those working in our group?**

No – it is advised each person is properly inducted and assessed on their capabilities.

**17. We are about to build a shed/building, 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.

**18. 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.

**19. We sublease our building 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.

**20. Are visitors covered by our insurance?**

No.

The Public & Products Liability policy protects the incorporated organisation and its members against claims from third parties (including visitors) who allege negligence causing injury to them or damage to their property.

**21. Can we make participants from external agencies, members of the Association?**

Anybody can be made a member of the Association, subject to each committee's guidelines and constitution.

Coverage for a claim will ultimately rely on whether the individual was at the Association as a member; or, as part of another program.

**22. Some of our members attend as Mutual Obligation participants, are they covered?**

As there are limitations within the Voluntary Workers Personal Accident policy for members who are participating in order to meet their Mutual Obligation requirements with Centrelink, the AMSA have arranged a Group Personal Accident policy to address some of these limitations.

Coverage extends to All participants undertaking Mutual Obligations or other such training programs administered by the Commonwealth whilst at a facility participating in the AMSA Insurance Program

**23. When does cover apply for the Group Personal Accident policy?**

Cover under the Policy applies whilst a Covered Person is performing Mutual Obligations at the insured's premises including direct travel to and from such Mutual Obligations. Provided always that any voluntary work is officially organised by and under the control of the Policyholder.

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

No. AMSA does not approve of the workshop 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 we have less than 15 Members?**

Due to the minimum premiums required by insurers, a minimum of fifteen members applies.

**26. Will we receive a refund if we lower our member numbers throughout the year?**

No.

It is accepted member numbers move up and down throughout the year. We do not require redeclaration of member numbers throughout the year, therefore, your cost will not move up or down in relation to member number fluctuation.

**27. Will we receive a refund if we cancel our coverage throughout the year?**

As the AMSA Insurance Program is a group scheme, relying upon the membership base to keep premiums low, we are unable to offer refunds of premiums, fees or charges, for midterm cancellation.

**28. Should we allow animals on site?**

The committee has a responsibility to ensure the environment they provide is safe to those who utilise it, and those around it. Animals on site, introduce an unstable element to an already hazardous working environment (a workshop with tools), which cannot be controlled, and can leave the committee exposed to claims should something occur. We do not condone or promote the allowance of animals on site.

Service animals, if kept away from working areas, with a well-constructed risk assessment, may be assessed as low hazard – which is for the individual committee to decide upon within the bounds of legislation.

**29. Where can we post correspondence, including claims?**

All correspondence to Everest Risk Group must be electronic. We do not have capabilities to process any manual post items.

All correspondence is received electronically, via our online forms or email [amsa@everestrg.com.au](mailto:amsa@everestrg.com.au)

### 30. MAKING A CLAIM

As the nature of accidents cannot be predicted or do not follow set patterns, it is impossible to give guidelines for procedures in every claim. However, procedures for some classes of insurance are provided to cover most circumstances. For any other claim involving other classes of insurance, you should always contact us without delay.

 <p><b>01</b> <b>PROMPT NOTICE</b></p> <p>Promptly notify Everest Risk Group of all claims or circumstances that have potential to result in a claim</p>	 <p><b>02</b> <b>NO LIABILITY</b></p> <p>Under no circumstances must liability for loss or damage be admitted or accepted</p>
 <p><b>03</b> <b>WRITS</b></p> <p>All writs, summons or demands in relation to claims should be sent to Everest Risk Group immediately and without delay</p>	 <p><b>04</b> <b>POLICE</b></p> <p>When a criminal act has occurred or is suspected (e.g. theft, malicious damage) notify the nearest police station as soon as possible and record police event number.</p>

Particular attention should be given to the following matters:

- Under no circumstances attempt to settle a claim yourself without the insurer's authority
- Forward any written and/or verbal communications from a third party to Everest Risk Group. Please be aware that a judgment may be given against you if a writ summons is not complied with, especially if an appearance needs to be entered within a specific time frame.

### 31. When should we complete the Incident Notification Form?

ALL Incidents involving injury to, or damage to the property of, an AMSA member or member of the public should be recorded using this procedure

DO NOT ADMIT LIABILITY

- Make the area safe to prevent further incidents.
- Take photos to support your record of the incident.
- Complete the "Incident Notification Form" (available by [CLICKING HERE](#)) as soon as possible. Doing so will help ensure you have all the required information.
- Ensure the form is legible.
- Ensure the form is complete with no sections empty.
- Obtain statements from all members involved
- Retain CCTV footage (if any) of the incident.
- Send a copy of the Incident Report and ALL supporting documentation to AMSA & Everest Risk Group **within 14 days of the incident**.
- Retain ALL information, both physically & electronically, relating to the incident for a period of time no less than:
  - (if under 18 at the time of incident) it will take the child injured to turn 21 (twenty-one) years of age from the incident date.
  - (if over 18 at the time of incident) 5 years from the incident date.

### 32. What do we do if we receive a Claim for Compensation?

**Note:** This may many years after the incident occurred.

Should any person:

- advise you of a complaint; or,
- make statements that they will be claiming for personal injury or property damage; or,
- serve you with a Letter of Demand

**you must follow this procedure:**

**DO NOT ADMIT LIABILITY**

**DO NOT SIGN ANYTHING**

**DO NOT REPLY** (forward all correspondence through to the AMSA & Everest Risk Group unanswered)

If you have been advised verbally, instruct the Claimant to make their complaint in writing, with the Secretary of your Shed.

Within **seven** days, forward all details, **together with an electronic copy of the original incident report**, to Everest Risk Group and AMSA

Defending a claim can be assisted by you maintaining and keeping detailed records including:

- Systems and procedures of inspection, maintenance & repair for all equipment involved (machinery, equipment, etc) for the 12 months preceding the incident.
- Risk assessments undertaken in relation to the use and operation of all equipment involved.
- Detailed photographs, CCTV or documents for all equipment involved.
- Witness statements, photographs, videos, diagrams, investigative reports, expert reports, or other documents relating to the investigation of any incidents
- Retaining all incident reports, claims forms or notices of injury submitted to insurers or AMSA (not otherwise provided) in relation to investigations of past incidents

As noted above, you should retain these records for up to 21 years.

### 33. 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](#)

To complete the claim form, you will require:

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

#### **Asset Registers and Proof of Ownership**

At the time of a claim, you must be able to produce an Asset Register, itemising your contents. It is incumbent upon Committees to prove their loss and value of each item at the time of a claim. We suggest retaining an electronic copy of Asset Register, receipts, and other proof of ownership documentation, in the cloud, for access when required. In addition to an asset register, a video log of the shed interior and contents could also assist in quantifying your loss to the insurer the event of destruction or major burglary.

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.

#### **Important Property Claim Note**

**All property claims must be lodged and notified, in writing, with CGU no later than 30 days after discovery, as per Condition 6 of the Industrial Special Risks policy**

On the happening of any loss, destruction or damage, the Insured shall forthwith give notice thereof in writing to the Insurer(s) and shall (within thirty (30) days after such loss, destruction or damage or such further time as the Insurer(s) may in writing allow), at the Insured's own expense, deliver to the Insurer(s) a claim, in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property lost, destroyed or damaged and of the amount of loss, destruction or damage thereto, having regard to their value

at the time of the loss, destruction or damage, together with details of any other insurances on any property hereby insured.

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to minimise any interruption of or interference with the Business to avoid or diminish the loss and shall also deliver to the Insurer(s) a statement in writing of any claim certified by the Insured's auditor, with all particulars and details reasonably practicable of the loss and shall produce and furnish all books of accounts and other business books, invoices, vouchers and all other documents, proofs, information, explanations and other evidence and facilities as may reasonably be required for investigation and verification of the claim together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith.

**No claim under this Policy shall be payable unless the Insured has complied with the terms of this condition.**

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

##### All Other Claims

##### 1. Do Not Admit Liability

2. Take all measures to mitigate further loss and ensure safety of all members and guests.
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](#)
- iii. Please include a copy of your member register showing the name of the injured party and the date joined.

##### b. Industrial Special Risks (Property Claims):

- i. Click here for claim form: [ISR Claim Form](#)
- ii. In order to complete the claim form, you will require:
  1. Completed asset register of items lost – [CLICK HERE](#) to download a template
  2. Scanned copies of proof of purchase/photos of items claimed and asset register
  3. Scanned Quotations for items claimed
  4. Photo of the point of entry (burglary only)
- iii. 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**

##### **Important Property Claim Note**

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On the happening of any loss, destruction or damage, the Insured shall forthwith give notice thereof in writing to the Insurer(s) and shall (within thirty (30) days after such loss, destruction or damage or such further time as the Insurer(s) may in writing allow), at the Insured's own expense, deliver to the Insurer(s) a claim, in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property lost, destroyed or damaged and of the amount of loss, destruction or damage thereto, having regard to their value at the time of the loss, destruction or damage, together with details of any other insurances on any property hereby insured.

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to minimise any interruption of or interference with the Business to avoid or diminish the loss and shall also deliver to the Insurer(s) a statement in writing of any claim certified by the Insured's auditor, with all particulars and details reasonably practicable of the loss and shall produce and furnish all books of accounts and other business books, invoices, vouchers and all other documents, proofs, information, explanations and other evidence and facilities as may reasonably be required for investigation and verification of the claim together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith.

**No claim under this Policy shall be payable unless the Insured has complied with the terms of this condition.**

**5. Contact ERG in the following ways:**

Sean McDermott (Authorised Representative # 447131)

Phone: 02 8880 0653

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

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



## PUBLIC & PRODUCTS LIABILITY

### 35. Who is the insurer?

Chubb Insurance Australia Ltd

### 36. 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.

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

[CLICK HERE](#)

### 38. 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

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

Contact the Australian Mens Shed Association in the first instance.

A generic Certificate of Insurance will be available from the AMSA website as of 28 February.

If you require a bespoke certificate, listing your specific Shed, please contact AMSA. You will need to have your membership number available and details of any third party requiring their noted interests.

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

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

Mentoring and tutorage of students 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.

There are certain Laws and Regulations surrounding the participation of children in any environment. We would suggest, prior to having children on site, enquiry is made to make sure your facility complies.

Where you are providing instruction at the behest of a school or other organisation, to further protect the facility 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 facility on the subject of Children in Sheds.

**41. Is there an age limit to Public & Products Liability cover?**

There will be no children within the workshop/shed environment under the age of 12 as part of a tutoring.

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

Please refer to question (40) for further information relating to children in the Shed.

**42. 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 investigate regulations in their area prior to approving Project work in the community to ensure policy exclusions are not triggered.

This is especially prudent in respect of works consisting of:

1. a. refurbishment, renovation, alteration or addition works;
- b. construction, erection or demolition works  
in relation to any buildings including associated mechanical and engineering activities;
2. installation, testing, commissioning or maintenance of any equipment or computer networks;
3. pipelaying, cable laying, tunnelling, piling, blasting, demolition;

4. manhole construction, reinstatement of trench works, diversion;
5. maintenance of existing underground pipeline and cable systems and other underground work; and
6. overhead erection, installation and construction of telecommunication transmission lines or cables.

Any works of the type performed above for third parties, are **excluded** under the Public Liability policy. These are considered commercial risks. You need to contact our office prior to proceeding with these risks.

**43. I am a licenced tradesperson, am I covered by The Insurance?**

No

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 the Shed committee a copy of the Public & Products Liability and Workcover insurance certificate noting your ABN for works completed.

**44. 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 considering 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.

**45. We are organising an event, what should we do?**

The organisation and holding of an event is an automatically accepted activity as per item (d) of the activities list (refer Question 10). 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. Your organisation 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.

46. **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.

47. **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/Licencing. 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.

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

No.

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

## VOLUNTARY WORKERS PERSONAL ACCIDENT

### 49. Who is the insurer?

The policy is provided by Chubb Insurance Australia Limited

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

[CLICK HERE](#)

### 51. 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'

### 52. 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.

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

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

### 54. Are there age limits?

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

### 55. 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*

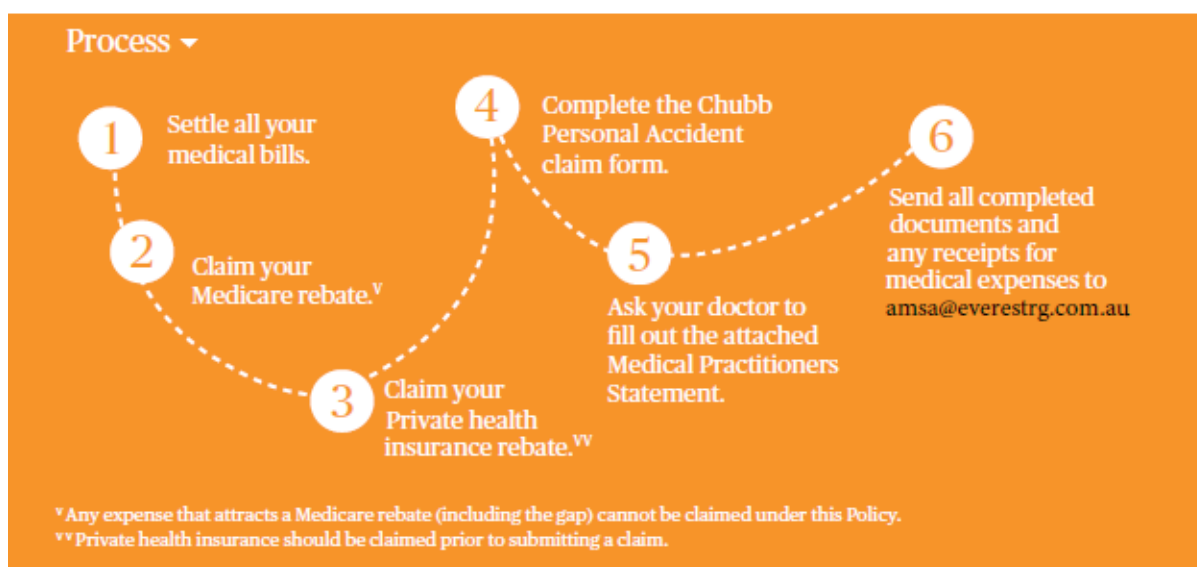
- b) a condition of which a reasonable person in the circumstances would be expected to be aware of in the three (3) months immediately prior to becoming a Covered Person under the Policy."

56. **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.

A graphic explaining the Non-Medicare Medical Expenses Claim Process is as follows:

## Non-Medicare Medical Expenses Claims Process



57. **Notes - Voluntary Workers Personal Accident**

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

Australian Federal Legislation prohibits any general insurers such as Chubb Insurance from paying expenses for which a Medicare Benefit is payable. We cannot comment on the Government intentions of the law surrounding this area of insurance.

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

Examples of expenses typically not paid are:

- X Hospital Surgery
- X X-rays and Ultrasounds
- X Doctors fees, Specialist consultations and Anaesthetists

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)

### 58. Is cover automatic?

No. When completing the online application, you will be asked if your Shed required asset protection. AMSA will clearly identify on your invoice as to whether you have selected asset insurance or not.

### 59. Who is the insurer?

Insurance Australia Ltd Trading as CGU Insurance

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

[CLICK HERE](#)

### 61. We are about to build a Shed/Building, are we covered?

No

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.

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

No

Both sites need to be declared to the insurer and appropriate premium collected. Sheds that have a second location will be billed for the additional location by Everest Risk Group Pty Ltd.

### 63. Are we covered for flood?

No. Flood is Excluded.

Please note, the definition of Flood is:

*"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."*

Any damage caused by Flood as defined above is not insured by the AMSA Insurance Program.



**64. What is the excess payable?**

Please refer to the Deductibles section at the end of this document.

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

**65. What values should we be insuring for?**

The automatic Declared Values for each nominated location is \$100,000 for insured property, which includes cover for the replacement of all Tangible Assets you are responsible to insure (noting some committees do not own their building). Tangible Assets can include:

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

**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.

**No deduction should be made for depreciation**

**66. 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 who do not fall into the automatic cover limits.

Additional premium is applicable which will be billed to you directly by our office. AMSA does not invoice any coverages which are outside of the standard package.

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

**67. We have multiple buildings on the one location, do we need to take extra insurance outside of the AMSA Insurance package?**

Only if the aggregate replacement value exceeds the standard AMSA Insurance Program values.

The Industrial Special Risks policy covers all buildings, fixtures/fittings and contents/plant and equipment at the location specified.

There is no need to individually list or specify each building if they are located on the same property.

If the total Declared Value calculated at any one location for all buildings, fixtures/fittings and contents/plant and equipment does not exceed \$100,000, there is no need to purchase any additional insurance. Committees which assess their total Declared Value at any one location above \$100,000 need to purchase additional insurance in accordance with Question 65

#### 68. 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 less excess</b>

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

The calculation of "full value" for the purposes and application of the under-insurance clause may change from one policy to another. These variables must be taken into account when calculating the "full value" of your property. Please review these with your Adviser if you have any doubts

#### 69. Are we covered for Burglary?

If your invoice from AMSA shows you are insured for "Industrial Special Risks" burglary is provided to an automatic limit of \$15,000 for any one claim at the location you have declared.

If you require more than this limit, or have multiple locations, please contact our [office](#) in order to discuss your needs.

Additional premium is applicable which will be billed to you directly by our office. AMSA does not invoice any coverages which are outside of the standard package.

Please note – Sub limits under the policy, including burglary are not subject to the underinsurance clause. Your committee needs to assess the maximum probable loss in the event of a burglary.

#### 70. 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

### 71. Who is the insurer?

DUAL Australia Pty Limited ABN 16 107 553 257 AFSL 280193 (We/Us/Our) is a Coverholder for certain Underwriters at Lloyd's of London (Underwriters) and an Insurer Berkshire Hathaway Specialty Insurance Company (BHSI). DUAL has the authority to bind this policy on behalf of these Underwriters and BHSI.

### 72. 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.

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

Yes – Please contact AMSA or Everest Risk Group

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

### 74. Where are we able to obtain a Policy Wording/Schedule?

Please contact AMSA or Everest Risk Group

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

## CHANGES FOR 2023

### 75. **Voluntary Workers Personal Accident Changes**

- Amendment of Policyholder name

### 76. **Industrial Special Risks Changes**

- Nil Changes

### 77. **Public & Products Liability Changes**

- Amendment of Business Description
- Amendment of Insured name

### 78. **Association Liability Changes**

- Amendment of Insured Name

## EXCESSES & DEDUCTIBLES

The following are a general outline of the deductibles applying to the AMSA Insurance Program. Please refer to the applicable Policy Schedule for the applicable deductibles which apply. These do not replace the schedule or wording as issued by the respective insurers.

### 79. Public & Products Liability Deductibles

Basic Deductible	\$500 each and every loss rising to \$25,000 each and every Occurrence in respect of Personal Injury to contractors, subcontractors and labour hire personnel or employee of any contractor or subcontractor of the Insured
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### 80. Industrial Special Risks Deductibles

Basic Deductible		\$2,500
Named Cyclone	Building Year of Construction	Deductible
	2002 Onwards	\$25,000
	1996 – 2001	\$50,000
	1981 – 1995	\$100,000
	1951 – 1980	\$250,000
	Pre 1951	\$250,000
Earthquake, subterranean fire or volcanic eruption	a) \$20,000 or (b) an amount equal to 1% of the total Declared Values at the Situation where the damage occurs (\$1,000) whichever is the lesser	
Flood	Not Insured	
Bushfire (all locations ISR 1)	\$5,000 or 10% the total loss amount, whichever is the greater	

### 81. Voluntary Workers Personal Accident Deductibles

Non Medicare Medical Expenses	\$50.00 per claim (Incident)
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### 82. Association Liability Deductibles

Directors & Officers	Nil
Professional Indemnity	\$1,000
Association Reimbursement	\$1,000
Association Liability	\$1,000
Employment Practices	\$10,000
Trustee	\$1,000

Crime	\$10,000
Taxation Investigation	\$1,000

## PRIVACY STATEMENT

Insurance Advisernet Australia Pty Ltd & Everest Risk Group Pty Ltd respects the privacy of all personal information collected and is 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.

**Download and view [IA Privacy Policy](#) PDF in full**

If you have any queries relating to our Privacy Policy, contact our Privacy Officer during business hours on:

T: **(02) 9954 1311**

F: **(02) 9954 1809**

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

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

We welcome your questions and comments about privacy. 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)



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