

FAQ V12.2

Australian Men's Shed Association Insurance Program

28 February 2026 – 28 February 2027



**AUSTRALIAN
MEN'S SHED
ASSOCIATION**
Shoulder to Shoulder



**EVEREST
RISK GROUP**

**INSURANCE
ADVISERNET**
Advice you can trust





TABLE OF CONTENTS

HOW TO USE THIS FAQ	7
SECTION A – HOW THE AMSA INSURANCE PROGRAM WORKS	8
1. Who organises The Insurance?	8
2. What is AMSA's role in The Insurance?	8
3. Who Should I Contact for Insurance Inquiries?	8
4. Are you the insurer?	8
SECTION B – UNDERSTANDING COVERAGE SCOPE AND LIMITATIONS	10
5. What insurances are included in the AMSA Insurance Program?	10
6. What Activities are covered by the Insurance?	10
7. What specific activities are not covered by the AMSA Insurance Program?	11
8. We perform one or more of the 'Excluded activities', what now?	11
9. We cannot find an activity listed on either the 'Included' or 'Excluded' lists, what now?	12
SECTION C – MEMBERSHIP, COST, AND ANNUAL RENEWAL	13
10. Do we pay you directly?	13
11. What is the cost of The Insurance?	13
12. What happens if we have less than 15 Members?	13
13. Who pays the insurance and how is it collected?	13
14. Will we receive a refund if we lower our member numbers throughout the year?	13
15. Can we cancel our insurance policies and receive a refund	14
16. Are life members required to be declared for insurance purposes?	14
SECTION D – UNDERSTANDING WHO MAY BE COVERED AND WHEN	15
17. Are visitors insured by our POLICY?	15
18. We have a member with a carer, will this carer be insured under the AMSA Insurance Program?	15
19. We sublease our building to other parties, are they insured by our policies?	15

20.	Can we make participants from external agencies, members of the Association?	16
21.	Some of our members attend as Mutual Obligation participants, are they insured?	17
22.	When does insurance apply for the Group Personal Accident policy?	17
23.	Should we allow members to work in the workshop by themselves?	17
24.	Should we allow animals on site?	18
25.	Why is Wearing Open-Toed or Inadequate Footwear Not Permitted in WORKSHOPS?	19

SECTION E – PUBLIC & PRODUCTS LIABILITY 20

26.	Who Provides Our Insurance Coverage?	20
27.	What Does Public & Products Liability Insurance Cover?	20
28.	Where Can We Access the Policy Wording?	20
29.	What Are the Limits of Our Insurance Coverage?	20
30.	How Can We REQUEST A CERTIFICATE OF INSURANCE?	21
31.	Are There Restrictions on Working with Children?	21
32.	Is There an Age Consideration for Public & Products Liability Coverage in Relation to Working with Children, Specifically Those Under 12?	21
33.	Can We Include Individuals Under the Age of 18 as Members of Our Organisation?	22
34.	What Does Statutory Certification Mean for Community Project Work?	22
35.	Am I Covered by The Insurance as a Licensed Tradesperson?	23
36.	Why is a Food Handling Certificate Required for Cooking Classes?	24
37.	What Should We Consider When Organising an Event?	24
38.	Are We INSURED for Building a New Shed?	24
39.	Does Our Policy Cover TESTING & TAGGING on Non-Shed Owned Property?	25
40.	Why Was the Business Description Amended to Exclude the Production of Electrical Items?	25
41.	Are visitors insured by our POLICY?	26
42.	What Documentation is Required at Claims Time for Public Liability Compliance?	26

SECTION F – PERSONAL INJURY TO MEMBERS & PARTICIPANTS 27

43.	Who is Our Voluntary Workers Personal Accident Insurer?	27
44.	How Can We Access the Policy Wording?	27
45.	What is Voluntary Workers Personal Accident Insurance?	27



46.	When Does the Voluntary Workers Personal Accident Policy Apply?	27
47.	What Qualifies as 'Authorised Voluntary Work'?	28
48.	Does the Policy Have Age Limits?	28
49.	Are Pre-existing Medical Conditions Excluded?	28
50.	Does the Policy Cover 'The Gap' in Medicare?	28
51.	Additional Notes on Voluntary Workers Personal Accident Insurance	29
52.	Some of our members attend as Mutual Obligation participants, are they insured?	29
53.	When does insurance apply for the Group Personal Accident policy?	29
	SECTION G – PROPERTY & ASSET PROTECTION	31
54.	Is Insurance Automatically Provided for Sheds?	31
55.	Who is Our Insurance Provider?	31
56.	How Can We Access the Insurance Policy Wording?	31
57.	Are Sheds Insured During NEW Construction?	31
58.	Are Contents Stored in Multiple Locations Insured?	32
59.	Is Flood Damage Insured Under the Policy?	32
60.	What is the Insurance Policy Excess?	32
61.	What Values Should Be Insured?	32
62.	What If Our REPLACEMENT Values Exceed the \$100,000 Value?	33
63.	Do We Need Additional Insurance for Multiple Buildings at One Location?	33
64.	What Happens if We Declare Incorrect Values?	33
65.	Are We Insured for Burglary?	34
66.	Is a Trailer or Registered Plant Insured Under the ISR Policy?	34
	SECTION H – GOVERNANCE & MANAGEMENT LIABILITY	35
67.	Who is the insurer?	35
68.	What is Association Liability?	35
69.	Can I obtain a Certificate of Insurance for Association Liability?	35
70.	Where are we able to obtain a Policy Wording/Schedule?	35
	SECTION I – CONTRACTS & COMMON OPERATIONAL SCENARIOS	36



71.	Can we sign a contract with anybody and still be covered?	36
72.	We operate as a commercial operation, is this still INSURED?	36
73.	Is there an upper age limit to those working in our group?	36
74.	We are about to build a shed/building, what should we do?	37
SECTION J - CORRESPONDENCE AND CLAIMS		38
75.	Submitting Correspondence and Claims to Everest Risk Group	38
76.	Process for Making a Claim	38
77.	When to Complete the Incident Notification Form	39
78.	Procedure for Incident Reporting:	39
79.	Procedure for Handling a Claim for Compensation	39
80.	Procedure for Handling an Industrial Special Risks Claim	40
81.	Procedure for Handling a General Claim	41
SECTION K - EXCESSES & DEDUCTIBLES		43
82.	Public & Products Liability Deductibles	43
83.	Industrial Special Risks Deductibles	43
84.	Voluntary Workers Personal Accident Deductibles	43
85.	Association Liability Deductibles	43
CHANGES FOR 2026		45
86.	Voluntary Workers Personal Accident Changes	45
87.	Industrial Special Risks Changes	45
88.	Public & Products Liability Changes	45
89.	Association Liability Changes	45
PRIVACY STATEMENT		46



HOW TO USE THIS FAQ

This FAQ has been prepared to assist AMSA member organisations in understanding how the AMSA Insurance Program operates and to address common questions raised by Sheds.

The information in this document is **general in nature**. It is intended to support understanding of the program and common insurance concepts, but it does not replace, amend, or override the terms, conditions, exclusions, or endorsements contained in the relevant policy wordings and schedules. Those documents remain the definitive source of coverage.

Insurance cover under the AMSA Insurance Program is subject to:

- acceptance by insurers
- the terms and conditions of the applicable policies
- accurate information being provided at application and renewal
- ongoing compliance with the accepted business description and program requirements

Participation in the AMSA Insurance Program is confirmed annually through the application process.

Sheds remain responsible for ensuring their activities and arrangements stay within the scope of the program. Where there is uncertainty, early discussion Everest Risk Group is encouraged before changes are implemented.

Delays in reporting incidents or circumstances, reliance on this FAQ instead of policy documentation, or failure to disclose relevant information may adversely affect coverage or claims outcomes.

SECTION A – HOW THE AMSA INSURANCE PROGRAM WORKS

1. WHO ORGANISES THE INSURANCE?

The Insurance is arranged by AMSA's appointed [insurance](#) adviser, [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?

The Australian Men's Shed Association (AMSA) serves a special role in insurance. They act as a Group Purchasing Body. This means AMSA helps bring people together to buy insurance, often leading to better terms and conditions than one might get individually.

In doing this, AMSA operates under a specific exemption granted by the Australian Securities and Investments Commission (ASIC). ASIC's Regulatory Guide 195 is like a rulebook which allows groups like AMSA to help members with insurance without the typical license financial service providers need. This exemption is important because it ensures AMSA can offer these services while still following the strict guidelines set by ASIC.

What does this mean for you? Simply put, AMSA uses its collective bargaining power to help you potentially get more favourable insurance terms. They navigate the complex insurance world with us, on your behalf, ensuring that everything is above board and in your best interest.

3. WHO SHOULD I CONTACT FOR INSURANCE INQUIRIES?

For any insurance-related questions or discussions, please contact:

Everest Risk Group Pty Ltd

Contact Person: Sean McDermott, Authorised Representative (AR No. 447131)

Phone: 02 8880 0653 or 0449 855 896

Email: amsa@everestrg.com.au

Email Instructions:

- Include your Sheds name in the email 'Subject' line.
- Mention your role within your committee in the email body.

Privacy Considerations: When you contact Everest Risk Group, our interaction will be governed by our Privacy Policy. This policy outlines how we manage, use, and disclose personal information in compliance with the Privacy Act and the Australian Privacy Principles.

You can review the policy here: [Privacy Policy](#).

4. ARE YOU THE INSURER?

No, we are not the insurer. Our role is to assist AMSA and its members by acting as the intermediary, a bridge, between them and the insurers. Here's a breakdown of what we do:

As Your Intermediary:

- **Sourcing Appropriate Insurance Solutions:** We leverage our relationships with a variety of insurers to find the most suitable and favourable terms for AMSA and its members. This involves a thorough market analysis to ensure the best coverage options within the framework of Australian Insurance Law.



- **Negotiating Beneficial Terms for AMSA:** Our objective is to secure insurance terms which offer substantial benefits to AMSA and its members. This includes finding terms that provide comprehensive coverage at competitive rates, ensuring both value and adherence to legal standards.

Our Specific Role in Public & Products Liability Insurance:

- **Direct Management of Policies:** For Public & Products Liability insurance, we operate under a binding authority. This means we have the authority to directly administer and manage these policies. Our responsibilities include handling claims and making coverage decisions, ensuring a streamlined and responsive service.
- **Efficient and Effective Management:** This direct involvement allows for more efficient policy and claims handling, ensuring prompt resolutions.

As Insurance Advisers, we act as facilitators in securing and managing insurance solutions for AMSA and its members. Our roles, both as intermediaries and direct managers under binding authority, are designed to provide the most advantageous insurance outcomes, balancing comprehensive coverage with cost-effectiveness, all within the regulatory boundaries set by Australian authorities.



SECTION B – UNDERSTANDING COVERAGE SCOPE AND LIMITATIONS

5. WHAT INSURANCES ARE INCLUDED IN THE AMSA INSURANCE PROGRAM?

The AMSA Insurance Program encompasses the following classes – the following is not an exhaustive list of what each policy insures. You are recommended to read the Schedule and Wording in each case.:

1. **Public & Products Liability:** insures third-party injury or property damage claims related to your products or operations.
2. **Voluntary Workers Personal Accident:** Provides coverage for Members in case of accidents or injuries while working for your Shed.
3. **Association Liability:** Protects your Shed and its management from risks associated with running an association, covering professional indemnity, office bearers' liability, and more.
4. **Group Personal Accident:** Offers coverage for personal accidents affecting your organisation's members, supporting in cases of injury or disability for those attending under Mutual Obligation requirements.
5. **Industrial Special Risks:** This extensive property insurance covers a wide range of risks, including fire, theft, and other physical damages. Note: If this policy has been requested, it will be listed on your AMSA-provided invoice.

Additional Policies: While the above form the core of the AMSA Insurance Program, we offer other policies tailored to your needs, available through our office upon request.

For detailed information on each policy and to discuss specific requirements, please contact Everest Risk Group.

6. WHAT ACTIVITIES ARE COVERED BY THE INSURANCE?

For 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 Program:

Business Description

- a) Property owners
- b) Property occupiers
- c) Fundraising BBQs and similar activities
- d) Holding and/or organising fete's, markets and similar events including car parking direction (not a valet service), where there are fewer than 2,500 participants, no fireworks or pyrotechnics, and each exhibitor is 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 tutelage of students from the age of 12
- h) Instruction of others on the 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, and spirit, including a 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 insured's premises
- m) Excursions, including by bicycle (excluding mountain biking) or foot, on designated tracks, pathways, and other outside locations
- n) Tours and tour accompaniment within Australia
- o) Provision of guest speakers on relevant topics

- p) Model aircraft flying and tutelage
- q) Working with local retailers to construct equipment in accordance with the manufacturer's specifications
- r) Tutelage and assistance for those with special needs
- s) Cookery classes where the instructor holds a relevant food handling certificate
- t) Testing and tagging of insured-owned equipment, performed by those holding the appropriate certification (not extending to equipment being readied for sale)
- u) Working with participants provided from external agencies
- v) Production of goods for sale (excluding electrical items)

7. WHAT SPECIFIC ACTIVITIES ARE NOT COVERED BY THE AMSA INSURANCE PROGRAM?

Each insurance policy, including Public Liability, has its own set of exclusions detailed in the policy's terms and conditions. For Public Liability in particular, there are specific activities for which the Insured will not be indemnified. These exclusions are in place to prevent significant premium increases for the members who are part of the policy.

Non-Indemnified Activities in Public Liability:

Under the Public Liability policy, the Insured, or any third-party beneficiary, will not be indemnified for liabilities arising directly or indirectly from the following activities:

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. Jumping castles
10. Go karting (whether motorised or not).
11. Parachuting/sky diving.
12. Zorbing.
13. Jet pack assisted or unassisted flying devices.
14. Hunting, trapping, baiting.
15. Any activities involving live fire ammunition

These exclusions, items 1 to 15, are absolute. They are crucial for the protection of the claims history and the long-term affordability of the AMSA programme.

8. WE PERFORM ONE OR MORE OF THE 'EXCLUDED ACTIVITIES', WHAT NOW?

If your Shed is involved in any of the 'Excluded activities' as outlined in the Excluded Activities or policy documents, it's important to understand these activities are not insured under the Public & Products Liability policy. In such a case, you essentially have two options:

1. **Cease Performing the Activity:** The first and most straightforward option is to discontinue the excluded activity. This ensures all your activities remain within the scope of the insurance coverage provided by the AMSA Insurance Program.
2. **Seek Alternative Insurance Coverage:** If ceasing the activity is not feasible or desirable, the second option is to contact Everest Risk Group to explore alternative insurance solutions. This would involve:



Discussion of Specific Needs: You will need to discuss the aspects of the activity and how it's conducted.

Provision of Additional Information: Everest Risk Group will require detailed information about the activity to assess the risks and determine the appropriate insurance coverage.

Payment of Applicable Premiums: If a suitable policy is available, it will be issued outside of The AMSA Insurance Program and will likely involve the payment of additional premiums, reflecting the nature and risk level of the excluded activity.

It's crucial to address this matter promptly to ensure all your activities are appropriately covered and to mitigate any potential risks associated with uninsured activities.

9. WE CANNOT FIND AN ACTIVITY LISTED ON EITHER THE 'INCLUDED' OR 'EXCLUDED' LISTS, WHAT NOW?

In instances where you're engaged in an activity which is not listed in either the 'Included' or 'Excluded' activities of the Business Description, it's important to address this ambiguity to ensure proper coverage. Here are the steps you should follow:

Review the Business Description & Excluded Activities: Initially, take the time to thoroughly review both the Business Description and the Excluded Activities lists. Sometimes, the activity in question might fall under a broader category which has already been defined. This initial review can often clarify whether the activity is implicitly included or excluded.

Contact Our Office with Details: If, after a detailed review, the status of the activity remains unclear, the next step is to contact our office. When you do so, provide as much detail as possible about the activity. This includes:

- The nature of the activity.
- How often it's performed.
- The number of people involved.
- Any potential risks or safety measures in place.

Assessment and Interpretation: Upon receiving this information, our team will assess the activity in the context of the existing policy. This assessment might be a matter of interpretation, where we determine how the activity fits within the broader scope of the policy's terms and conditions.

Guidance and Next Steps: We will then provide you with guidance on whether the activity is insured or if additional steps are needed to ensure proper insurance coverage.

It's crucial to determine the insurance status of any ambiguous activities to prevent any gaps in coverage and to ensure all your operations are adequately insured.



SECTION C – MEMBERSHIP, COST, AND ANNUAL RENEWAL

10. DO WE PAY YOU DIRECTLY?

In most instances, the payment process doesn't involve direct payment to us. Here's how it typically works:

Payment Through AMSA: Usually, AMSA will invoice you for the total cost of your insurance package. Once you pay this invoice to AMSA, they then forward the entire amount to us. We distribute these funds appropriately to the various insurers.

For coverage outside the AMSA Insurance Program: There is an exception in cases where you have opted for additional coverage, such as for your building/contents or other specific insurance needs not covered by the standard package. In these scenarios:

Everest Risk Group will issue an invoice to you directly for these additional or bespoke coverages. You will then make your payment directly to Insurance Advisernet Australia Pty Ltd, not through AMSA. This is in addition to the invoice issued by AMSA.

11. WHAT IS THE COST OF THE INSURANCE?

For the insurance period spanning 28 February 2026 to 28 February 2027, the cost per member has remained at \$28.50. It's important to note the following about this pricing:

Base Cost: The \$28.50 per member rate is the base cost for the standard insurance package offered.

Exclusions on Additional Coverages: This amount does not cover any additional insurance options members might arrange through the Everest Risk Group office. Should you opt for extra coverages, such as specific policies for Trailers or other bespoke insurance needs, these will be calculated and charged separately.

12. WHAT HAPPENS IF WE HAVE LESS THAN 15 MEMBERS?

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

13. WHO PAYS THE INSURANCE AND HOW IS IT COLLECTED?

In most instances, the payment process doesn't involve direct payment to us. Here's how it typically works:

Payment Through AMSA: Usually, AMSA will invoice you for the total cost of your insurance package. Once you pay this invoice to AMSA, they then forward the entire amount to us. We distribute these funds appropriately to the various insurers.

For coverage outside the AMSA Insurance Program: There is an exception in cases where you have opted for additional coverage, such as for your building/contents or other specific insurance needs not covered by the standard package. In these scenarios:

Everest Risk Group will issue an invoice to you directly for these additional or bespoke coverages. You will then make your payment directly to Insurance Advisernet Australia Pty Ltd, not through AMSA. This is in addition to the invoice issued by AMSA.

14. WILL WE RECEIVE A REFUND IF WE LOWER OUR MEMBER NUMBERS THROUGHOUT THE YEAR?

No, there will be no refund issued for a decrease in member numbers during the year. This policy is based on a few key points:

Fluctuation of Member Numbers: It's understood member numbers may vary over the year, with some members leaving and others joining.

No Redeclaration Required: The insurance policy does not require you to redeclare your member numbers throughout the year. This means that your insurance cost is fixed based on the initial declaration and does not fluctuate with changes in membership.

Cost Stability: As a result, your cost remains constant, regardless of any increase or decrease in the number of members. This approach simplifies the administrative process and ensures stability in insurance costs.

Therefore, it's important to accurately estimate and declare your member numbers at the start of the policy period, as changes in membership during the year won't affect the insurance cost.

15. CAN WE CANCEL OUR INSURANCE POLICIES AND RECEIVE A REFUND

Under the AMSA Insurance Program, which operates with master policies, it's important to understand the following regarding policy cancellation and refunds:

Cancellation Policy: The policies are master policies, which typically do not accommodate individual cancellations mid-year. This is a standard practice in group insurance programs to maintain consistency and manage collective risk effectively.

No Refund Provision: Should you choose to cancel your participation during the policy period, please be aware refunds are not provided. This is because the premium for the policy is calculated at the beginning of the policy period, based on a collective assessment of risk and the initial member count. This premium remains fixed for the duration of the policy period, regardless of any changes in membership numbers or risk profile.

These terms are structured to ensure fairness and predictability in the insurance process for all members under the group policy. It's advisable to carefully consider your needs at the start of the policy period, as changes mid-year will not affect the policy terms or costs.

16. ARE LIFE MEMBERS REQUIRED TO BE DECLARED FOR INSURANCE PURPOSES?

Yes. All members of a Shed must be declared, including life members, regardless of whether a membership fee is charged.

For the purposes of the AMSA Insurance Program, a member is any individual who holds membership status under the Shed's constitution or rules, including life members, honorary members, or similar categories.

The requirement to declare members is not linked to whether a membership fee is paid. It is linked to membership status and the potential for participation in, or attendance at, Shed activities.

Accurate declaration of all members supports the proper operation of the insurance program and helps avoid issues at claim time.

If a Shed is unsure whether a particular category of member should be included, they are encouraged to discuss this with AMSA or Everest Risk Group before submitting their application.



SECTION D – UNDERSTANDING WHO MAY BE COVERED AND WHEN

17. ARE VISITORS INSURED BY OUR POLICY?

No, visitors to your premises are not directly insured by your Public & Products Liability insurance policy. Understanding the specific role and function of this policy is crucial:

Protection for the Shed and Members: The main purpose of the Public & Products Liability policy is to safeguard the incorporated organisation (the Shed) and its members. It protects against liabilities arising from claims made by third parties, including visitors.

Scope of Coverage: The policy comes into effect when third parties, like visitors, allege injury or property damage due to the Shed's or its members' negligence. For instance, if a visitor slips on an unmarked wet floor and seeks compensation for injuries, the policy covers the Shed and its members against such claims.

Distinction for Visitors: It's important to note that while the policy covers claims made against the organisation by visitors, it does not serve as personal insurance for visitors themselves. The policy responds to liabilities incurred by the organisation regarding incidents affecting visitors, not for personal losses or injuries of the visitors.

Responding to Claims: If a visitor makes a claim, the policy would cover associated legal costs, settlements, or judgments, up to the policy limits, as long as the incident falls within the policy's scope. This coverage ensures the financial impact of such claims doesn't directly affect the Shed or its members.

Emphasis on Risk Management: This policy highlights the importance of high safety standards and effective risk management practices. Ensuring a safe environment minimises the risk of accidents or injuries on the premises.

The Public & Products Liability policy provides crucial financial protection for the Shed and its members against claims made by third parties, including visitors. However, it is not a direct form of insurance for the visitors themselves.

18. WE HAVE A MEMBER WITH A CARER, WILL THIS CARER BE INSURED UNDER THE AMSA INSURANCE PROGRAM?

No, full-time carers are not insured under the AMSA Insurance Program. It is important to understand the following points in this context:

Carers' Insurance Coverage: Typically, carers should have their own insurance coverage. This may come from government-arranged insurance schemes if they are independent carers, or through their employer's policy if they are employed by a caregiving agency.

Inappropriateness of Membership for Coverage: It would be inappropriate to enrol a carer as a member solely for insurance purposes. Membership is meant for individuals actively participating in or supporting the organisation's activities. Assigning membership to a carer for insurance coverage misrepresents their role and could potentially be seen as a misuse of the membership system.

Advisable Verification of Carer's Insurance: Before allowing a carer access to the Shed, it is prudent to verify their insurance status. The Shed should request and retain a copy of the carer's insurance certificate or documentation. This ensures that in the event of an incident involving the carer, there is a proper insurance policy in place to address any potential liabilities or claims.

While the AMSA Insurance Program does not insure full-time carers, ensuring they have their own adequate insurance coverage is crucial. This maintains both the integrity of the membership and the safety and liability management of the Shed.

19. WE SUBLEASE OUR BUILDING TO OTHER PARTIES, ARE THEY INSURED BY OUR POLICIES?

No, other parties subleasing your building are not insured under the AMSA Insurance Program. This situation requires careful consideration for several reasons:



Scope of AMSA Insurance Program: The AMSA Insurance Program is specifically designed to cover the risks and liabilities associated with the organisation's operations and its members. It does not extend coverage to third parties, including those who sublease your premises.

Lack of First-Party Insurance Access for Sublessees: The insurance program does not provide first-party access to insurance for sublessees or third parties. This means any risk or liability arising from their activities on the subleased premises is not insured under your Public Liability policy.

Necessity of Separate Insurance for Sublessees: It's crucial for sublessees to have their own insurance coverage. This should be a condition before granting them access to the premises. Their insurance should cover liabilities and risks pertinent to their activities and occupancy.

Legal and Financial Implications: Allowing third parties to operate on your premises without their own insurance exposes your organisation to potential legal and financial risks. In the event of an incident, if the sublessee lacks appropriate insurance, your organisation might inadvertently become liable for damages or injuries occurring on the subleased property.

Verification of Insurance: It's advisable to verify and obtain proof of the sublessee's insurance before they commence their occupancy. This step should be integrated into your subleasing process to ensure continuous risk management and protection against liabilities.

Consultation with Legal Advice: It may also be beneficial to consult with a legal advisor when drafting sublease agreements. This ensures all necessary insurance clauses are included, and the risks are adequately addressed.

Sublessees are not insured under the AMSA Insurance Program, and it is important for your organisation to ensure they have their own adequate insurance in place. This protects both your organisation and the sublessees from potential risks and liabilities.

20. CAN WE MAKE PARTICIPANTS FROM EXTERNAL AGENCIES, MEMBERS OF THE ASSOCIATION?

Yes, individuals from external agencies can become members of the Association, but there are several important considerations to keep in mind:

Compliance with Committee Guidelines and Constitution: The decision to grant membership to participants from external agencies should align with your committee's specific guidelines and constitution. Each Association may have its own criteria for membership which must be adhered to.

Insurance Coverage Implications: When it comes to insurance coverage under the AMSA Insurance Program, the key factor is the capacity in which the individual is participating in Association activities.

- a. **Participating as a Member:** If the individual is participating in activities as a recognised member of the Association, they would typically be covered under the AMSA Insurance Program for activities and risks which fall within the policy's scope.
- b. **Participating under Another Program:** If, however, the individual is participating as part of an external program and not as an official member of the Association, their coverage may not be the same. It's crucial to differentiate between these two scenarios as it directly impacts the applicability of insurance coverage.

Understanding the Insurance Program: It's important to have a clear understanding of what the AMSA Insurance Program covers. Knowing the specifics can help in making informed decisions about extending membership and understanding the insurance implications of these decisions.

Documentation and Records: Keeping accurate records of membership, including individuals from external agencies, is vital. This documentation can play a crucial role in the event of an insurance claim, as it provides evidence of the individual's membership status at the time of the incident.

Regular Review of Policies: Regularly reviewing your membership guidelines ensures your Association remains compliant and all members, whether from external agencies or not, are appropriately covered.

While participants from external agencies can be made members of the Association, it is essential to consider the implications on insurance coverage and adhere to the specific guidelines and constitution of your committee. Understanding the distinction in participation status and maintaining proper documentation are key to ensuring appropriate insurance coverage under the AMSA Insurance Program.



21. SOME OF OUR MEMBERS ATTEND AS MUTUAL OBLIGATION PARTICIPANTS, ARE THEY INSURED?

Yes, members who attend as Mutual Obligation participants are insured, and it's essential to understand the specific insurance arrangements in place for them. The AMSA has addressed their needs through a dedicated insurance policy:

Limitations in Standard Policy for Mutual Obligation Participants: The Voluntary Workers Personal Accident policy, which typically insures members, has certain limitations for those attending to fulfill Mutual Obligation requirements with Centrelink. This is primarily because the nature of their participation might not fully align with the standard insurance coverage provided by this policy.

Group Personal Accident Policy Arrangement: To ensure Mutual Obligation participants are adequately insured, AMSA has arranged a specific Group Personal Accident policy. This policy is designed to address and overcome the limitations found in the standard Voluntary Workers Personal Accident policy.

Scope of the Group Personal Accident Policy: The coverage provided by this Group Personal Accident policy extends to all participants who are undertaking Mutual Obligations or other training programs administered by the Commonwealth. This insurance is valid while these individuals are present at a facility participating in the AMSA Insurance Program.

Importance for Mutual Obligation Participants: This arrangement is particularly important because it ensures that members attending as part of their Mutual Obligation requirements are not left uninsured. It provides them with a safety net, like that enjoyed by other members under the standard policy, while they participate in activities at AMSA-Insured facilities.

Compliance with Requirements: By having this Group Personal Accident policy in place, AMSA not only ensures compliance with insurance requirements but also provides a level of security and assurance to Mutual Obligation participants, acknowledging the valuable role they play in the community.

22. WHEN DOES INSURANCE APPLY FOR THE GROUP PERSONAL ACCIDENT POLICY?

The Group Personal Accident policy provides insurance coverage in specific circumstances, which are crucial for members performing Mutual Obligations:

Coverage During Mutual Obligations: The insurance under this policy is active while a Covered Person (a member fulfilling Mutual Obligation) is engaged in activities at the insured's premises. This includes any tasks or duties which are part of the Mutual Obligations.

Direct Travel Included: Importantly, the policy also extends to cover direct travel to and from the location where the Mutual Obligations are being performed. This ensures members are insured not just while on the premises, but also during their journey to and from the site.

Condition of Official Organisation and Control: For the insurance to be valid, the voluntary work must be officially organised by and under the control of the Shed. This means the activities or tasks the member is engaged in should be officially sanctioned and supervised by the organisation to fall under the policy's protection.

Understanding the Policy's Scope: This clarification is crucial as it helps members understand the extent of their insurance coverage, particularly when they are participating in activities which fulfill their Mutual Obligations

23. SHOULD WE ALLOW MEMBERS TO WORK IN THE WORKSHOP BY THEMSELVES?

No. Consistent with AMSA's policy, it is not advisable for members to work alone in the workshop. This policy is underpinned by several critical considerations:

Duty of Care and Safety:

Proactive Risk Management: The committee's primary concern is the well-being of its members. Allowing solo work in a workshop, which inherently contains hazards, poses a significant risk. This goes against the committee's obligation to provide a reasonably safe environment.



Emergency Readiness: In a workshop setting, the presence of others is crucial for immediate response in emergencies. Whether it's an accident or a sudden health issue, having someone nearby can make a critical difference in outcomes.

Examples of Potential Risks:

Injuries from Machinery: Workshops are often equipped with tools and machinery that can be dangerous. An unattended accident, even minor, can escalate quickly without prompt intervention.

Medical Emergencies: In the case of health emergencies like a heart attack or a fall, the presence of fellow members can be lifesaving, ensuring quick medical attention.

Fire or Equipment Issues: Situations like fire breakouts or equipment malfunctions require immediate action. Working alone significantly delays the response, increasing the risk of harm or damage.

AMSA's Policy on Working Alone:

Policy Rationale: AMSA's recommendation against solitary work in the workshop stems from these health and safety concerns. This policy is a proactive step in risk management, designed to minimise potential hazards that come with working in isolation.

Exceptions to the Policy:

Low-Risk Activities: Certain activities which carry minimal risk, such as general administrative tasks, light cleaning, or organising, can be performed alone. These tasks don't typically involve hazardous equipment or intensive physical labour.

Implementing Safety Measures:

Scheduled Supervision: Implement schedules which ensure multiple members are present during high-risk activities. This not only enhances safety but also fosters a collaborative environment.

Buddy System: Establish a buddy system for tasks that require handling of machinery or heavy equipment, ensuring no member is working alone on potentially dangerous tasks.

Raising Awareness Among Members:

Education and Communication: Regularly educate members about the risks of working alone in the workshop. Safety briefings, signage, and clear communication are essential to reinforce this message.

Culture of Safety: Cultivate a culture where members look out for each other, understanding the importance of this policy not just as a rule, but as a practice which protects everyone.

By adhering to this policy and making exceptions only for low-risk activities, the committee not only upholds its duty of care but also promotes a culture of safety and cooperation within the workshop environment.

24. SHOULD WE ALLOW ANIMALS ON SITE?

No, in general, animals should not be allowed on site. This policy is crucial for several reasons, especially considering the demographic and previous incidents involving animals:

Safety and Hazard Concerns: Workshop environments inherently contain risks due to tools and machinery. Introducing animals, even well-behaved ones, adds an unpredictable element which could lead to distractions or interference, increasing the risk of accidents.

History of Incidents with Animals: There have been past instances where the presence of animals on site has led to incidents. These occurrences underline the importance of a no-animal policy to prevent similar future incidents.

Liability and Responsibility: Allowing animals on site can significantly increase the Liability risks. Should an incident occur involving an animal, the committee might be held responsible for any injuries or damages. This is a considerable risk, especially in a setting frequented by older individuals.

Service Animals: There is an exception for service animals, but with stringent conditions:

Risk Management: Service animals must be kept away from active work areas, and a thorough risk assessment should be in place to ensure safety. This assessment should consider the specific needs and vulnerabilities of the Shed's users.



Compliance with Legislation: The allowance of service animals must comply with relevant legislation. Each committee must decide on this matter, considering both legal requirements and the safety of their members.

Considering these points, and particularly considering the age group of most Shed users and the historical incidents, it is recommended to maintain a policy which generally prohibits animals on site, with the only exception being service animals under controlled conditions.

25. WHY IS WEARING OPEN-TOED OR INADEQUATE FOOTWEAR NOT PERMITTED IN WORKSHOPS?

The prohibition of open-toed or inadequate footwear in workshops is a crucial aspect of complying with standard safety guidelines and workplace health and safety regulations. This policy is grounded in several essential considerations:

Protection Against Hazards: Workshops often present a variety of hazards such as falling objects, exposure to sharp tools, and hazardous materials. Footwear that exposes the feet or offers insufficient protection, like open-toed shoes or flimsy sandals, significantly increases the risk of foot injuries in these environments.

Compliance with Safety Standards: Australian safety standards typically require individuals in workshop settings to wear closed-toe, sturdy footwear. This requirement is not arbitrary but is based on a thorough understanding of the risks associated with workshop environments. Compliance with these standards is essential for maintaining a safe workspace.

Insurance Implications: The choice of footwear in a workshop has notable implications in the realm of insurance. If an injury occurs and the injured party is found to have been wearing non-compliant footwear, this can greatly influence the outcome of any related insurance claims. Such a scenario could be construed as contributory negligence, impacting both liability and compensation decisions. Furthermore, if a Committee fails to enforce appropriate safety attire, including suitable footwear, it could face claims for not fulfilling its duty of care in providing a safe working environment.

The restriction against open-toed or inadequate footwear in Sheds is a critical measure for ensuring physical safety and for complying with legal and insurance standards. These rules are designed to protect individuals from potential harm and to uphold the responsibilities of workplaces in ensuring member and visitor safety within the context of workplace health and safety.



SECTION E – PUBLIC & PRODUCTS LIABILITY

26. WHO PROVIDES OUR INSURANCE COVERAGE?

The insurer is CGU Australia Pty Ltd.

27. WHAT DOES PUBLIC & PRODUCTS LIABILITY INSURANCE COVER?

Public & Products Liability Insurance is a key component in safeguarding your organisation. It offers financial protection in several important areas:

Legal Liability for Third-Party Harm: The policy covers your legal responsibility for injuries or damages suffered by third parties as a result of your activities. This includes situations where your actions or negligence lead to harm.

Costs and Legal Fees: A significant benefit of this insurance is covering expenses and legal costs in defending covered claims. This can be crucial in protecting your organisation from the financial strain of legal proceedings.

Practical Examples: For example, if a visitor is injured at your premises due to a fault on your part, or if a product you produce causes damage, and you face a legal claim, this insurance would cover those claims in line with its terms and conditions.

In summary, Public & Products Liability Insurance is vital in managing risk, as it covers your organisation against legal liabilities involving third-party injuries or damages, and helps handle associated legal costs.

28. WHERE CAN WE ACCESS THE POLICY WORDING?

The policy wording can be accessed online [here](#). It's important to review the policy wording carefully to understand the terms, coverage, and exclusions. Additionally, it should be reviewed in conjunction with the schedule, which outlines specific details about your coverage, including limits, premiums, and any special conditions or endorsements. The schedule complements the policy wording and supplies a complete picture of your insurance coverage.

29. WHAT ARE THE LIMITS OF OUR INSURANCE COVERAGE?

Your insurance policy includes several distinct coverage limits, each designed to address different types of liabilities. These limits specify the maximum amount the insurance will pay out in various scenarios:

Each Occurrence Limit:

- **Coverage Per Incident:** The policy provides up to \$40,000,000 for each individual incident. This applies to each separate event that could lead to a claim under the policy.

Each Act Limit (Advertising Injury & Personal Injury):

- **Specific Claim Types:** There's a coverage limit of \$40,000,000 for each act resulting in a claim, specifically for advertising injury or personal injury.

Products Hazard Aggregate Limit:

- **Total Product-Related Claims:** The total coverage for all product hazard-related claims is capped at \$40,000,000 for the policy period.

Advertising Injury Aggregate Limit:

- **Total Advertising-Related Claims:** Similar to product hazards, there's an aggregate limit of \$40,000,000 for all advertising injury claims during the policy period.

Pollution Aggregate Limit:

- **Total Pollution-Related Claims:** For pollution-related claims, the policy offers an aggregate limit of \$40,000,000 across the policy term.

These limits are set to ensure substantial protection against various potential liabilities.

30. HOW CAN WE REQUEST A CERTIFICATE OF INSURANCE?

To request a Certificate of Insurance, you should contact AMSA. Here's how to go about it:

Contact AMSA via [email \(amsa@mensshed.net\)](mailto:amsa@mensshed.net)

The Certificate of Insurance is a crucial document. It serves as official proof of your insurance policy, outlining critical details such as the type and extent of coverage, policy limits, and duration of the policy.

31. ARE THERE RESTRICTIONS ON WORKING WITH CHILDREN?

Yes, under the AMSA Insurance Program, there are specific restrictions on working with children, particularly those under 12 years old. This policy is in place for several critical reasons:

Higher Risk with Younger Children: Activities involving children under 12 are considered higher risk due to their increased need for supervision and care. Younger children are generally more vulnerable and require a greater level of attention to ensure their safety.

Premium Stability: Restricting work with younger children helps in maintaining the stability of insurance premiums for the program. Activities involving young children can lead to more claims or higher risk claims, which in turn could increase the cost of insurance for all members. By limiting these high-risk activities, the AMSA Insurance Program can offer more stable and affordable premiums to its members.

Compliance with Australian Child Safety Laws: Working with children in Australia is governed by stringent laws, including the requirement for Working with Children Checks. These laws are designed to protect minors from harm and abuse. Compliance with these laws is not only a legal obligation but also a moral one, ensuring the safety and well-being of children.

Working with Children Over 12: For Sheds engaging with children over the age of 12, it's imperative to implement strong risk management practices. This includes:

- a) **Conducting Background Checks:** Ensuring all personnel working with children have passed the necessary Working with Children Checks.
- b) **Creating Safe Environments:** Establishing protocols and environments that are safe and suitable for older children, taking into consideration their specific needs and vulnerabilities.
- c) **Regular Training and Awareness:** Providing regular training for Members on child safety, appropriate conduct, and how to respond to potential safety issues.

Ensuring Adequate Supervision: Appropriate adult supervision should always be provided when working with children to ensure their safety and to quickly address any issues which may arise.

The AMSA Insurance Program restricts activities involving children under 12 to manage risks effectively, ensure compliance with laws, maintain premium stability, and uphold the highest standards of child safety. For activities involving older children, robust risk management practices are essential.

32. IS THERE AN AGE CONSIDERATION FOR PUBLIC & PRODUCTS LIABILITY COVERAGE IN RELATION TO WORKING WITH CHILDREN, SPECIFICALLY THOSE UNDER 12?

In the AMSA Insurance Program's Public & Products Liability coverage, there is an important consideration regarding the age of children in workshop environments:

Workshop Environment and Children Under 12: Generally, a workshop, given its nature and the risks involved with tools and machinery, is not an ideal environment for children under the age of 12. The potential hazards in such settings make it challenging to ensure the safety of younger children.



Collaboration with Primary Schools: There are instances where primary schools may request Sheds to participate in programs involving younger children. In such cases, these activities can be managed effectively, but it requires careful coordination:

- a) **Joint Risk Management:** These programs should be conducted in conjunction with the school's risk management practices. This ensures that both the Shed and the school are aligned in their approach to safeguarding the children's well-being.
- b) **Additional Safety Measures:** When engaging with children under 12, it's crucial to implement additional safety measures. This might include enhanced supervision, modifying the environment to be more child-friendly, or selecting age-appropriate activities.

Reviewing Insurance Implications: If your Shed is considering participating in programs with children under 12, it's advisable to review the insurance policy and possibly consult with our office. You'll need to understand whether such activities are insured and if any additional insurance measures are required.

Compliance with Legal Requirements: Always ensure compliance with legal requirements for working with children, including the necessary background checks and adherence to safety regulations.

While the standard AMSA Public & Products Liability coverage is tailored for activities involving children aged 12 and above, Sheds may participate in programs with younger children through careful planning and coordination with schools. Such involvement should always be aligned with stringent risk management practices and reviewed for insurance coverage implications.

33. CAN WE INCLUDE INDIVIDUALS UNDER THE AGE OF 18 AS MEMBERS OF OUR ORGANISATION?

Whether your organisation can include individuals under the age of 18 as members depends on several factors:

Constitutional Provisions: First, review your organisation's constitution. It may specify age-related criteria for membership.

Legal and Safety Considerations: Underage members bring additional legal responsibilities. This includes compliance with laws for the protection of minors, such as those related to working with children and vulnerable people. It's vital to ensure that your organisation's practices align with these legal requirements.

Risk Management Strategies: Incorporating younger members requires a thorough assessment of potential risks. Examine if your current risk management measures are sufficient to safely include underage individuals.

Parental Consent: It is prudent to obtain parental or guardian consent for members under 18. This step is essential not only for legal reasons but also for ensuring that parents or guardians are aware and agreeable to the participation of their wards in the organisation's activities.

While including members under the age of 18 is possible, it requires careful consideration of your constitutional, legal, insurance, and risk management frameworks. Consulting with legal experts is recommended to ensure all aspects are adequately addressed and compliant.

34. WHAT DOES STATUTORY CERTIFICATION MEAN FOR COMMUNITY PROJECT WORK?

Statutory Certification in the context of community project work refers to specific legal requirements that certain types of work must meet under Australian law:

Legally Required Qualifications: For certain types of work, particularly in trades like electrical or plumbing, Australian law requires individuals performing this work to have specific qualifications and licenses. This is known as Statutory Certification.



Implications for Community Projects: When your community project involves work which falls under these types of categories, it must be carried out by individuals who are appropriately certified. This ensures the work is done safely and in compliance with legal standards.

Policy Exclusion for Non-Certified Work: The AMSA Insurance Program's policy reflects this legal requirement by excluding coverage for work which requires statutory certification.

Risk Management: This exclusion is a risk management measure, ensuring only qualified professionals undertake high-risk tasks. It helps in mitigating potential hazards which could arise from unqualified individuals performing specialised work.

Examples of Work Requiring Certification: Common examples include electrical installations, plumbing, and certain types of structural work. These tasks, due to their inherent risks and the technical expertise required, are regulated by law, and must be performed by licensed professionals.

In essence, the exclusion of work requiring statutory certification from the AMSA Insurance Program's policy highlights the importance of adhering to legal requirements and ensuring only qualified professionals undertake specialised, high-risk tasks.

35. AM I COVERED BY THE INSURANCE AS A LICENSED TRADESPERSON?

If you are a licensed tradesperson, it's important to understand the limitations of the AMSA Insurance Program coverage in relation to trade-specific work:

Exclusion of Trade-Specific Work: The policy does not provide coverage for work that is directly related to your trade licensing. This exclusion is based on the principle that the policy is designed to cover general community project work and not professional, trade-specific tasks.

Need for Separate Insurance in Trades: In Australia, trade-specific work typically requires its own separate insurance. This is due to the specialised nature of such work and the unique risks involved. For example, a plumber or electrician would need a separate policy specific to their field, covering the risks and liabilities associated with plumbing or electrical work.

Reasons for Exclusion: This exclusion ensures the AMSA Insurance Program remains focused on its intended scope and does not overlap with areas that require specialised insurance. It also helps maintain the policy's affordability by not extending coverage to higher-risk professional activities.

Implications for Licensed Tradespersons: As a licensed tradesperson, you should have your own trade-specific insurance to cover the work you do in your professional capacity. The AMSA Insurance Program is not a substitute for this specialised coverage.

While the AMSA Insurance Program covers a range of activities, it does not extend to professional work carried out by licensed tradespersons. Such work requires separate, trade-specific insurance policies.



36. WHY IS A FOOD HANDLING CERTIFICATE REQUIRED FOR COOKING CLASSES?

A Food Handling Certificate is necessary for cooking classes primarily to ensure compliance with Australian food safety standards. It demonstrates instructors are trained in safe food handling, reducing the risk of foodborne illnesses. This requirement is also a key measure in minimising liability risks under tort law for negligence, ensuring the classes are conducted safely and responsibly.

37. WHAT SHOULD WE CONSIDER WHEN ORGANISING AN EVENT?

When organising events such as fêtes, markets, and similar activities under the AMSA Insurance Program, especially regarding Public Liability, there are several key factors you should consider ensuring the event falls within the automatic coverage and minimises liability risks:

Adhering to Participant Limits: Keep the number of participants below 2,500 to stay within the coverage limits of your policy.

Avoiding High-Risk Activities: Ensure there are no fireworks or pyrotechnic displays at the event, as these are excluded from coverage due to their inherent risks.

Car Parking Arrangements: If providing car parking direction, avoid offering valet services since they are not insured under the policy.

Exhibitor Insurance Responsibility: Each exhibitor should carry their own insurance coverage to mitigate risks associated with their stalls or activities.

Comprehensive Risk Assessment: Identify potential hazards specific to your event to implement appropriate safety measures.

Effective Safety Measures: Based on the risk assessment, ensure proper safety measures like clear signage, barriers, first aid stations, and food safety protocols are in place.

Insurance Scope Understanding: Recognise Public Liability insurance is intended to protect against claims of injury or property damage to third parties, covering legal and compensation costs. It is not designed to provide coverage for the third parties.

Contractor and Exhibitor Liability: Confirm that all contractors and exhibitors have their own Public Liability insurance.

Venue Compliance: If using an external venue, comply with their insurance requirements and ensure your policy meets these needs.

Record-Keeping: Maintain documentation of all risk management procedures and any incidents to support potential future claims.

Understanding Policy Exclusions: Be clear about what is not insured by your insurance and the limits of your policy to avoid activities which might fall outside its scope.

By considering these aspects, you ensure your event is managed within the confines of your insurance coverage while also addressing key safety and liability concerns. This comprehensive approach helps in conducting a successful and compliant event.

38. ARE WE INSURED FOR BUILDING A NEW SHED?

When building a new shed, understanding the insurance implications is crucial, especially in the phase between handover from the builder and receiving the Occupation Certificate:

Builder's Insurance Gap: Builder's insurance usually insures the construction phase only up to the handover. After handover, there's a significant gap in insurance coverage.



Post-Handover Insurance Gap: This gap exists from the point of handover to when you receive the Occupation Certificate. During this period, members may be involved in fitting out the shed, and these activities are not insured under the builder's insurance.

Requirement for Contract Works Insurance: To ensure you are insured during this critical phase, a Contract Works insurance policy is essential. This policy is specifically designed to insure risks associated with construction projects, including fit-out works.

Complete Protection: By obtaining Contract Works insurance, you ensure both the construction, and the fit-out phases of your new shed are fully insured, protecting against various risks and potential liabilities.

Recommendation: It is recommended to contact our office for advice on securing Contract Works insurance, which is vital to insure your project comprehensively from start to finish.

In essence, for the construction and fitting out of a new shed, it's crucial to have Contract Works insurance, ensuring the entire process is adequately insured.

39. DOES OUR POLICY COVER TESTING & TAGGING ON NON-SHED OWNED PROPERTY?

No, the standard policy under the AMSA Insurance Program does not insure testing & tagging activities conducted on property not owned by the Shed. This is due to a few key reasons:

Firstly, **Inherent Risks and Liabilities:** Testing & tagging involves significant risks and potential liabilities. These activities require specialised knowledge and often deal with safety compliance of electrical appliances.

Secondly, **Necessity for Specific Insurance:** Because of the high-risk nature of these activities, they typically necessitate specific insurance coverage. This specialised coverage ensures any potential damages, injuries, or liabilities arising from these activities are adequately insured.

Lastly, **Legal Compliance:** In Australia, there are stringent legal standards surrounding electrical safety and compliance. Persons undertaking these tasks are required to adhere to these standards, which often includes having appropriate insurance.

The standard policy is designed to cover general activities of the Shed, but it does not extend to specialised tasks like testing & tagging on non-owned property, which carry distinct risks and legal requirements. For such activities, additional, specific insurance coverage is necessary.

40. WHY WAS THE BUSINESS DESCRIPTION AMENDED TO EXCLUDE THE PRODUCTION OF ELECTRICAL ITEMS?

The amendment to the business description from "Production of goods for sale" to "Production of goods for sale (excluding electrical items)" was made for several key reasons:

Risk Management: Producing electrical items involves specific risks, including electrical safety and potential product malfunctions. Excluding electrical item production helps manage these heightened risks more effectively.

Insurance Coverage and Premiums: The production of electrical goods often carries higher insurance premiums due to increased risk. This exclusion allows for more accurately adjusted premiums based on the lower risk profile of non-electrical productions.

Regulatory Compliance: Manufacturing electrical items requires adherence to strict safety standards.

Policy Clarity: This amendment provides clear boundaries for Sheds about their coverage limits, particularly around the production of electrical items, ensuring Sheds are aware of what activities are insured.

Focus on Non-Electrical Items: By excluding electrical item production, the policy can focus on insuring the production of non-electrical goods, aligning better with the core activities and risk profile of the Shed.



In essence, this amendment is important to ensure the insurance policy accurately reflects the risk profile of the insured activities, remains compliant with safety standards, and provides clear coverage guidelines to Members

41. ARE VISITORS INSURED BY OUR POLICY?

No, visitors to your premises are not directly insured by your Public & Products Liability insurance policy. Understanding the specific role and function of this policy is crucial:

Protection for the Shed and Members: The main purpose of the Public & Products Liability policy is to safeguard the incorporated organisation (the Shed) and its members. It protects against liabilities arising from claims made by third parties, including visitors.

Scope of Coverage: The policy comes into effect when third parties, like visitors, allege injury or property damage due to the Shed's or its members' negligence. For instance, if a visitor slips on an unmarked wet floor and seeks compensation for injuries, the policy covers the Shed and its members against such claims.

Distinction for Visitors: It's important to note that while the policy covers claims made against the organisation by visitors, it does not serve as personal insurance for visitors themselves. The policy responds to liabilities incurred by the organisation regarding incidents affecting visitors, not for personal losses or injuries of the visitors.

Responding to Claims: If a visitor makes a claim, the policy would cover associated legal costs, settlements, or judgments, up to the policy limits, as long as the incident falls within the policy's scope. This coverage ensures the financial impact of such claims doesn't directly affect the Shed or its members.

Emphasis on Risk Management: This policy highlights the importance of high safety standards and effective risk management practices. Ensuring a safe environment minimises the risk of accidents or injuries on the premises.

The Public & Products Liability policy provides crucial financial protection for the Shed and its members against claims made by third parties, including visitors. However, it is not a direct form of insurance for the visitors themselves.

42. WHAT DOCUMENTATION IS REQUIRED AT CLAIMS TIME FOR PUBLIC LIABILITY COMPLIANCE?

In the event of a claim under the Public Liability policy, it is essential your Shed provides evidence that all members have signed and acknowledged the required documents during their induction. This is not simply a formality; it is a critical step in ensuring compliance and maintaining the validity of your coverage.

The key documents include:

- **The AMSA Health & Safety Manual (or equivalent):** A record confirming each member has reviewed and understood the health and safety guidelines.
- **The AMSA Code of Conduct (or equivalent):** Evidence that all members have agreed to adhere to the Shed's behavioural expectations.
- **The AMSA Working with Children & Vulnerable People Resource (or equivalent):** Documentation proving members understand and comply with policies relating to children and vulnerable groups.

To streamline compliance, you may want to introduce an **Induction Checklist**. This document can summarise all required policies and procedures, allowing members to review and sign off in one go. Not only does this ensure all necessary steps are covered, but it also makes record-keeping far simpler.

We've provided a sample induction checklist [here](#) for you to modify to suit your Shed's needs. Feel free to tweak it to your heart's content—it's designed to be flexible.

Keeping these records up to date and accessible is a practical way to manage risk and safeguard your Shed, ensuring you're ready to respond if a claim arises.



SECTION F – PERSONAL INJURY TO MEMBERS & PARTICIPANTS

Voluntary Workers Personal Accident

43. WHO IS OUR VOLUNTARY WORKERS PERSONAL ACCIDENT INSURER?

Chubb Insurance Australia Limited provides the policy.

44. HOW CAN WE ACCESS THE POLICY WORDING?

The policy wording can be viewed by [clicking here](#).

45. WHAT IS VOLUNTARY WORKERS PERSONAL ACCIDENT INSURANCE?

Voluntary Workers Personal Accident Insurance is a specialised type of coverage, providing financial protection to members engaged in voluntary activities. It's structured to address specific needs:

Non-Medicare Medical Expense Coverage: This insurance covers certain medical expenses incurred due to injuries sustained while doing voluntary work. It specifically focuses on medical costs which are entirely outside the scope of Medicare.

Lump-Sum Payments for Injuries and Accidental Death: The policy provides lump-sum payments for certain types of injuries during volunteer activities. These payments aim to offer financial relief to members in these situations.

Exclusion of Medicare-Related Expenses: An important aspect of this insurance is that it does not cover expenses that fall within Medicare's scope, including the Medicare gap. General insurers, such as Chubb, are legally restricted from covering any part of medical costs that Medicare partially covers. This legal limitation ensures no overlap between private insurance and Medicare.

Voluntary Workers Personal Accident Insurance offers a critical financial safety net for members, especially for those medical expenses not covered by Medicare. However, it's vital for members to understand this insurance does not extend to costs already covered by Medicare, including the Medicare gap, due to legal restrictions on general insurers.

46. WHEN DOES THE VOLUNTARY WORKERS PERSONAL ACCIDENT POLICY APPLY?

The Voluntary Workers Personal Accident Policy specifically applies in the following circumstances for members involved in Shed work:

Engagement in Voluntary Work: The policy provides cover when a member is actively engaged in voluntary work. This includes any tasks or activities that are part of the voluntary work and have been authorised by AMSA or the affiliated Shed.

Authorised and Under Control of AMSA or Subscribed Shed: The voluntary work must be officially authorised and under the control of AMSA or a Shed that is subscribed to AMSA. This means the activities undertaken must be approved and overseen by these organisations.

Direct Travel to and from Work: The policy extends to cover members during their direct travel to and from the place of voluntary work. It's important to note that 'direct travel' implies a straightforward route without significant detours or unrelated stops.

It's essential for members to understand the cover is limited to these specific circumstances. Activities or travel falling outside these parameters may not be covered under the policy.



47. WHAT QUALIFIES AS 'AUTHORISED VOLUNTARY WORK'?

'Authorised Voluntary Work' encompasses any tasks or activities that have been formally approved and sanctioned by the Shed committee for members to undertake. This official authorisation is crucial for several reasons:

Alignment with Shed's Objectives: It ensures the work performed by members aligns with the Shed's overall goals and guidelines.

Insurance Coverage: Authorised activities are typically covered under the relevant insurance policies. This coverage is vital for protecting both the members and the organisation during voluntary work.

Committee Responsibility: The Shed committee holds the responsibility to clearly define and officially approve these activities. This process of authorisation is a key aspect of managing members' involvement and ensuring that their contributions are both valuable and appropriately safeguarded.

In essence, 'Authorised Voluntary Work' is not just about the activities themselves, but also about the process and approval that legitimise and protect these endeavours under the umbrella of the Shed and its insurance provisions.

48. DOES THE POLICY HAVE AGE LIMITS?

There is no upper age limit for the policy. However, the lump sum benefits reduce for individuals over the age of 75, as outlined in the schedule of benefits.

49. ARE PRE-EXISTING MEDICAL CONDITIONS EXCLUDED?

Yes, pre-existing medical conditions are typically excluded from Voluntary Workers Personal Accident Insurance. This exclusion is an important aspect to understand:

Nature of the Exclusion: The policy does not cover pre-existing or degenerative conditions. Specifically, any condition for which a member has sought treatment or advice in the three years before being insured, or a condition which would have been reasonably apparent within three months prior to obtaining coverage, is excluded.

Reason for the Exclusion: This standard exclusion aims to limit the risk of covering incidents or health issues unrelated to voluntary activities. It ensures the insurance is focussed on insuring accidents or injuries directly arising from voluntary work, rather than pre-existing health issues.

Impact on Members: Members should be aware injuries related to or worsened by a pre-existing condition may not be insured. For example, if a member with a known knee issue sustains a knee injury while volunteering, this injury may not be covered if the injury is related to their pre-existing condition.

Policy Focus: The essence of this policy is to provide coverage for accidental injuries occurring as a direct result of voluntary work. It is not designed to cover ongoing medical conditions or issues previously known.

Understanding the exclusion of pre-existing medical conditions is key in recognising the scope and limitations of Voluntary Workers Personal Accident Insurance. It ensures clarity in what is and isn't covered, particularly concerning injuries or health issues arising from voluntary activities.

50. DOES THE POLICY COVER 'THE GAP' IN MEDICARE?

No, the policy does not cover 'The Gap' in Medicare. Under Australian law, general insurers are legally prohibited from covering this difference. 'The Gap' is defined as the amount between the total fee charged by a medical service provider and what Medicare covers for that service. This legal prohibition is in place to prevent private insurance policies from duplicating the coverage that Medicare provides, in accordance with Australia's health insurance regulatory framework.

Therefore, any expenses that fall into 'The Gap' – the difference not covered by Medicare – cannot be claimed under this insurance policy.



51. ADDITIONAL NOTES ON VOLUNTARY WORKERS PERSONAL ACCIDENT INSURANCE

Additional Notes on Voluntary Workers Personal Accident Insurance

- ✓ This policy is not a substitute for private medical cover or Medicare.
- ✓ It reimburses out-of-pocket, non-Medicare related expenses as per the schedule of benefits.
- ✓ Expenses typically not covered include hospital surgery, X-rays, ultrasounds, and fees for doctors, specialists, and anaesthetists.
- ✓ When a claim is made, the information provided will be shared with AMSA, the policyholder.
- ✓ The Shed committee will be contacted to provide a copy of their member register upon a claim.
- ✓ All incidents must be reported to the insurer within 30 days by completing the Injury Notification Form.

Group Personal Accident (Mutual Obligation & Similar Participants)

52. SOME OF OUR MEMBERS ATTEND AS MUTUAL OBLIGATION PARTICIPANTS, ARE THEY INSURED?

Yes, members who attend as Mutual Obligation participants are insured, and it's essential to understand the specific insurance arrangements in place for them. The AMSA has addressed their needs through a dedicated insurance policy:

Limitations in Standard Policy for Mutual Obligation Participants: The Voluntary Workers Personal Accident policy, which typically insures members, has certain limitations for those attending to fulfill Mutual Obligation requirements with Centrelink. This is primarily because the nature of their participation might not fully align with the standard insurance coverage provided by this policy.

Group Personal Accident Policy Arrangement: To ensure Mutual Obligation participants are adequately insured, AMSA has arranged a specific Group Personal Accident policy. This policy is designed to address and overcome the limitations found in the standard Voluntary Workers Personal Accident policy.

Scope of the Group Personal Accident Policy: The coverage provided by this Group Personal Accident policy extends to all participants who are undertaking Mutual Obligations or other training programs administered by the Commonwealth. This insurance is valid while these individuals are present at a facility participating in the AMSA Insurance Program.

Importance for Mutual Obligation Participants: This arrangement is particularly important because it ensures that members attending as part of their Mutual Obligation requirements are not left uninsured. It provides them with a safety net, like that enjoyed by other members under the standard policy, while they participate in activities at AMSA-Insured facilities.

Compliance with Requirements: By having this Group Personal Accident policy in place, AMSA not only ensures compliance with insurance requirements but also provides a level of security and assurance to Mutual Obligation participants, acknowledging the valuable role they play in the community.

53. WHEN DOES INSURANCE APPLY FOR THE GROUP PERSONAL ACCIDENT POLICY?

The Group Personal Accident policy provides insurance coverage in specific circumstances, which are crucial for members performing Mutual Obligations:

Coverage During Mutual Obligations: The insurance under this policy is active while a Covered Person (a member fulfilling Mutual Obligation) is engaged in activities at the insured's premises. This includes any tasks or duties which are part of the Mutual Obligations.

Direct Travel Included: Importantly, the policy also extends to cover direct travel to and from the location where the Mutual Obligations are being performed. This ensures members are insured not just while on the premises, but also during their journey to and from the site.



Condition of Official Organisation and Control: For the insurance to be valid, the voluntary work must be officially organised by and under the control of the Shed. This means the activities or tasks the member is engaged in should be officially sanctioned and supervised by the organisation to fall under the policy's protection.

Understanding the Policy's Scope: This clarification is crucial as it helps members understand the extent of their insurance coverage, particularly when they are participating in activities which fulfill their Mutual Obligations



SECTION G – PROPERTY & ASSET PROTECTION

54. IS INSURANCE AUTOMATICALLY PROVIDED FOR SHEDS?

No, insurance under the Industrial Special Risks category is not automatically provided for sheds. Here's how it works:

Need for Specific Request: When applying for insurance online, Sheds need to explicitly specify if they require asset protection. This is a crucial step in the application process.

Confirmation on Invoice: Once you've indicated your need for asset protection, this choice will be clearly reflected on the invoice you receive from AMSA. It's important to review this invoice to ensure your request for insurance coverage has been accurately captured.

Importance of Accurate Declaration: Making a clear and accurate declaration about your insurance needs during the application process is vital. This ensures your shed receives the appropriate level of insurance protection as per your requirements.

In essence, for sheds to be insured under the Industrial Special Risks policy, it's necessary to actively request asset protection during the application process, and this will be confirmed in the subsequent invoice from AMSA.

55. WHO IS OUR INSURANCE PROVIDER?

CGU Australia Pty Ltd, is the insurer for the Industrial Special Risks Policy

56. HOW CAN WE ACCESS THE INSURANCE POLICY WORDING?

The insurance policy wording is available for review [here](#).

57. ARE SHEDS INSURED DURING NEW CONSTRUCTION?

This assumes you have a new build at a cost greater than \$15,000

No, sheds are not insured during their new construction phase under the Industrial Special Risks policy. This is an important consideration for those undertaking construction projects:

Post-Completion Coverage: The Industrial Special Risks policy typically covers sheds only after practical completion. This stage is often marked by the issuance of an occupancy certificate. Until the shed is completed and officially declared to the insurer, it is not covered under this policy.

Coverage Gap During Construction: There is a notable gap in insurance coverage from the commencement of construction until practical completion and declaration to the insurer. This period presents a risk which needs to be addressed separately.

Requirement for Contract Works Insurance: To bridge this gap, a separate Contract Works insurance policy is recommended. Such a policy is specifically designed to cover risks associated with construction, including:

- **Construction-Related Damages:** Coverage for damage that occurs to the shed during the construction process.
- **Liabilities from Construction Activities:** Protection against potential liabilities which may arise due to construction work.
- **Events Risk:** Coverage for risks like fire, theft, or weather-related damages which could impact the construction site.

Seek Professional Advice.

While the Industrial Special Risks policy provides coverage for sheds post-construction, a distinct Contract Works insurance policy is essential during the construction phase to ensure comprehensive risk protection from start to finish.

58. ARE CONTENTS STORED IN MULTIPLE LOCATIONS INSURED?

No, except in limited circumstances. For contents stored in multiple locations to be insured, each site needs to be individually declared to the insurer. Here's how it works:

Need for Individual Declaration: If you have contents stored at various locations, each site must be specifically declared to your insurance provider. This declaration is crucial to ensure that the contents at each location are covered under the policy.

Appropriate Premium for Additional Locations: With the declaration of each additional location, an appropriate premium is required. This means insuring contents at multiple locations may involve additional costs, as the premium is calculated based on the risk associated with each specific site.

Limited Coverage for Goods Temporarily Away: While there may be limited coverage under the ISR for goods temporarily away from the primary insured location, this does not extend to permanent storage at multiple sites.

Reviewing Your Policy: It's important to review your policy details and discuss with our office to understand the extent of coverage for contents at different locations and the additional premium requirements.

To insure contents stored across multiple locations, each location must be individually declared, and an additional premium is often required for each site.

59. IS FLOOD DAMAGE INSURED UNDER THE POLICY?

No, flood damage is excluded from the policy. This exclusion is consistent across many insurance policies due to the high risk and potential for extensive damage associated with flood events. In the context of insurance, 'flood' refers to the overflow of natural watercourses like rivers and streams, as well as water from reservoirs, canals, or dams. Members should be aware that any damage resulting from such flood events will not be covered under the standard policy. For protection against flood damage, separate or additional flood-specific coverage would be required.

60. WHAT IS THE INSURANCE POLICY EXCESS?

The insurance policy excess, also known as the deductible, is the amount the policyholder is responsible for paying out-of-pocket before the insurance coverage kicks in. Specific details regarding the policy's excess can be found in the Deductibles section. This section will outline the exact amount of the excess and under what circumstances it applies.

It's crucial for committees to be aware of this amount as it directly impacts the financial responsibility in the event of a claim. Additionally, committees should actively engage in risk mitigation strategies to reduce the likelihood of loss and potential claims.

61. WHAT VALUES SHOULD BE INSURED?

For the insurance of property under the policy, the automatic declared value for insured property at each location is set at \$100,000. Here's what this entails:

Coverage Scope: This value covers the new-for-old replacement cost for all tangible assets at the insured location. It includes contents, plant, equipment, fixtures, fittings, and buildings (if you are responsible to insure them).

Reflecting Total Replacement Cost: The insured value should reflect the total cost of replacing these assets. This means considering the cost of labour and materials at commercial rates.



Exclusion of Depreciation: Importantly, this valuation should be calculated without factoring in depreciation. The aim is to insure the property for its full replacement value as new, not its current depreciated value.

Assessing Adequacy of Coverage: It's crucial for committees to assess whether the automatic declared value of \$100,000 is adequate for their specific needs. If the replacement cost of all tangible assets at a location exceeds this amount, additional coverage may be necessary.

The standard insured value under the policy is \$100,000 per location, covering new-for-old replacement costs. Committees should evaluate if this amount adequately reflects the total replacement cost of their tangible assets and consider adjusting their coverage if necessary.

62. WHAT IF OUR REPLACEMENT VALUES EXCEED THE \$100,000 VALUE?

In cases where the replacement values of your assets exceed the automatic declared value of \$100,000, here are the steps to take:

Contact our office to discuss an alternative insurance arrangement. It's important to provide detailed information about your assets and their estimated replacement values.

Based on the information provided, we can adjust your coverage to reflect the value of your assets more accurately. This ensures your insurance protection aligns with the actual replacement cost of your property.

Insuring values above the standard \$100,000 will involve additional premiums. These are necessary to cover the increased risk and value associated with your higher-valued assets.

Any additional premiums applying because of increased coverage will be invoiced directly to you from our office.

It's crucial to accurately insure your assets to their full replacement value to avoid underinsurance, which can lead to significant financial shortfalls in the event of a claim. Therefore, if your assets' value exceeds the automatic declared value, prompt action to adjust your coverage is essential.

63. DO WE NEED ADDITIONAL INSURANCE FOR MULTIPLE BUILDINGS AT ONE LOCATION?

Under the Industrial Special Risks policy, which does not differentiate between buildings and contents but rather refers to tangible assets, additional insurance becomes necessary in a specific scenario:

Consideration of Aggregate Replacement Value: If the combined replacement value of all tangible assets at one location – which includes buildings (if you are responsible to insure them), fixtures, fittings, and contents – exceeds \$100,000, then additional insurance would be required.

Assessing Total Asset Value: It's important for the committee to assess the total value of all tangible assets at the location. This assessment should accurately reflect the current replacement costs, ensuring the insurance coverage is sufficient to cover all assets.

Contacting for Increased Coverage: If the aggregate value does exceed \$100,000, you should contact our office to discuss increasing the insured value. This will involve an adjustment in your insurance premiums to reflect the higher value and associated risk.

Importance of Adequate Coverage: Ensuring the total value of all your tangible assets is adequately insured is crucial. Underinsurance can lead to significant financial shortfalls in the event of a claim.

In summary, if the total replacement value of all tangible assets at a single location surpasses the \$100,000-mark, additional insurance coverage should be considered to fully protect against potential losses.

64. WHAT HAPPENS IF WE DECLARE INCORRECT VALUES?

If incorrect values are declared for insurance purposes, it can have significant implications under the Average/Co-Insurance clause of the policy:

Average/Co-Insurance Clause Activation: This clause is applied in cases of underinsurance. It essentially means if the declared value of your property or assets is less than their actual replacement value, you may not be fully insured.

Effect of Underinsurance: By declaring a value lower than the actual full replacement value, you are effectively self-insuring a portion of the risk. This means you are assuming responsibility for a part of any potential loss.

Proportionate Claim Payment: In the event of a claim, if it is found the declared value is less than the actual value, the insurer may only pay a claim amount proportionate to the declared value against the actual full value. For example, if you have declared 75% of the actual value, in the event of a claim, the insurer may only cover 75% of the loss, leaving you to fund the remaining 25%.

Importance of Accurate Valuation: It is, therefore, crucial to accurately assess and declare the value of your property and assets. This ensures you receive adequate coverage from your insurer in the event of a claim and avoids the risk of underinsurance.

Declaring incorrect values can lead to underinsurance, which may significantly impact the amount you can claim. The Average/Co-Insurance clause means you could be responsible for a portion of any loss if your declared values are lower than the actual values. Accurate valuation and declaration are key to ensuring full insurance coverage.

65. ARE WE INSURED FOR BURGLARY?

Burglary insurance is part of the Industrial Special Risks policy, but there are some conditions to keep in mind:

The policy covers up to \$15,000 for each burglary claim at the location you declared.

Your invoice should say "Industrial Special Risks" insurance to confirm that you have burglary coverage. This is a key document to check your coverage details.

If you want more than \$15,000 or coverage for other locations, you need to contact us. We can help you change your policy, but you will have to pay extra premiums.

If a burglary happens, you should follow the steps in this document to report and claim it. This can make the process easier and faster.

66. IS A TRAILER OR REGISTERED PLANT INSURED UNDER THE ISR POLICY?

The ISR policy is designed to insure tangible assets against risks such as damage or loss. However, it typically excludes coverage for road-registered plant or trailers. This policy is aimed at covering assets at the insured premises and is not intended for vehicles or mobile equipment registered for use on public roads.

While the Public & Products Liability policy insures against liabilities arising from an organisation's operations and products, it does not extend to cover liability for road-registered plant and trailers when these are used on public roads.

Given these exclusions in both the ISR and PPL policies, trailers registered for road use require specialised insurance policies. These policies are designed to specifically insure trailers for their value and any liability arising from their use, covering the gaps left by the standard ISR and PPL policies.



SECTION H – GOVERNANCE & MANAGEMENT LIABILITY

67. WHO IS THE INSURER?

DUAL Australia Pty Limited, ABN 16 107 553 257, AFSL 280193, serves as a Coverholder. As a Coverholder, DUAL Australia has the authority to bind insurance policies on behalf of certain Underwriters at Lloyd's of London, as well as for Berkshire Hathaway Specialty Insurance Company (BHSI).

68. WHAT IS ASSOCIATION LIABILITY?

Association Liability insurance is a specifically tailored policy designed to protect individuals in leadership roles within an association from various legal and financial risks associated with their positions. This insurance is crucial for offering protection under specific circumstances, as outlined in its terms and conditions:

Coverage for Key Association Members: This insurance primarily covers Committee members and office holders, safeguarding them against certain risks arising from their official duties.

Legal Costs and Investigation Coverage: The policy typically covers costs related to investigating and defending against claims of wrongful acts, whether actual or alleged, undertaken in the discharge of their duties. This can include legal fees and other related expenses.

Scope of 'Wrongful' Acts: 'Wrongful' acts, as defined by the policy, encompass decisions or actions which are claimed to be incorrect, negligent, or inappropriate, carried out in the context of the individual's role within the Association. The policy provides financial support in cases where these actions result in legal challenges, in accordance with its terms and conditions.

Exclusions and Limitations: The policy does not cover acts of proven dishonesty, fraud, or intentional misconduct. It's important to thoroughly review the terms and conditions of the policy, as these exclusions are standard and critical in defining the scope of the coverage.

Association Liability insurance offers vital protection for individuals in key association roles against potential legal challenges related to their responsibilities. However, it is essential to understand the coverage is subject to the specific terms and conditions of the policy, which outline the extent and limitations of this protection.

69. CAN I OBTAIN A CERTIFICATE OF INSURANCE FOR ASSOCIATION LIABILITY?

Yes, obtaining a Certificate of Insurance for Association Liability is possible:

To obtain a Certificate of Insurance for Association Liability, you should contact either the AMSA or Everest Risk Group directly. They can assist in providing the necessary documentation.

Confidentiality of the Policy: It's important to understand the Association Liability policy contains certain provisions which make it a confidential contract of insurance. This means specific details of the policy are not publicly disclosed.

Despite the policy's confidential nature, a Certificate of Insurance can be furnished to committee members upon request. This certificate will provide proof of the insurance coverage as per the policy's terms.

70. WHERE ARE WE ABLE TO OBTAIN A POLICY WORDING/SCHEDULE?

Please contact AMSA or Everest Risk Group for the Schedule. The Wording can be found [here](#)

SECTION 1 – CONTRACTS & COMMON OPERATIONAL SCENARIOS

71. CAN WE SIGN A CONTRACT WITH ANYBODY AND STILL BE COVERED?

Exercising caution when entering contracts with other parties is crucial, especially in relation to your insurance coverage. While we are not able to provide legal advice, it's important to be aware of how contracts might affect your insurance coverage. Here are key points to consider:

Review Contracts in Context of Insurance: Before signing any contract, review it thoroughly in the context of the insurance coverage you have. It's essential to understand how the terms of the contract align with your insurance policy's scope and limitations.

Be Wary of Liability Assumptions and Waivers: Pay special attention to clauses where you might be assuming the liability of others or waiving any claim or right of recovery against another party for losses. Such clauses can significantly impact your insurance coverage and potentially expose you to uninsured liabilities.

Seek Clarification if Unsure: If there's any doubt or uncertainty about the potential implications of a contract on your insurance coverage, it's recommended to contact our office. While it's not mandatory, discussing the contract with us before you enter it can help identify any areas where you might be at risk of being uninsured.

Consider Professional Legal Advice: Given the complexity and legal implications of contracts, seeking professional legal advice is often advisable to ensure you fully understand the contract's terms and how they might affect your insurance coverage.

Remember, signing a contract without fully understanding its implications on your insurance could lead to situations where you are not insured, which could have significant financial and legal consequences. It's always better to be proactive in seeking advice.

72. WE OPERATE AS A COMMERCIAL OPERATION, IS THIS STILL INSURED?

The insurance coverage provided is designed for non-commercial, Not for Profit community organisations. Here are the key distinctions:

Commercial Operations: If your operation has shareholders or is designed to turn a profit for the benefit of specific third parties, it falls outside the scope of our insurance coverage.

Not for Profit Community Organisations: Our policies are issued with the understanding the insured is a Not-for-Profit entity. Such organisations typically focus on raising funds to support their programs and benefit the wider community, rather than generating profits for individual stakeholders.

73. IS THERE AN UPPER AGE LIMIT TO THOSE WORKING IN OUR GROUP?

No, there is no upper age limit for individuals working within your group. However, to ensure the safety, effectiveness, and compliance of all members, please note the following:

Proper Induction and Assessment: Every member, regardless of age, should undergo a thorough induction process. This includes training to carry out their responsibilities in a safe and effective manner.

Assessment of Capabilities: It's crucial to regularly assess each member's capabilities to ensure they can safely participate in the group's activities. This helps in assigning roles and tasks which are suitable for their skills and physical abilities.

Public Liability Policy Requirements: As part of the induction process, it is a requirement of our Public Liability policy that all members sign the following documents:

- The AMSA Health & Safety Manual or an equivalent document.
- The AMSA Code of Conduct.
- The AMSA Working with Children & Vulnerable People resource or an equivalent document.

These documents are vital for ensuring all members are aware of and adhere to the necessary safety and conduct standards.

Note on Insurance Policy for Older Members: For members over the age of 75, please be aware certain limits in the Voluntary Workers Personal Accident policy may reduce. We strongly advise reviewing the

policy schedule and wording to understand these changes and how they might impact coverage for older members.

While there's no upper age limit for participation, it's important to focus on proper induction, capability assessment, and adherence to Public Liability policy requirements to maintain a safe, compliant, and inclusive environment for all members.

74. WE ARE ABOUT TO BUILD A SHED/BUILDING, WHAT SHOULD WE DO?

When embarking on the construction of a Shed or building, especially if you are acting as the principal or owner-builder, it's crucial to ensure you have the right insurance coverage in place. Here's why obtaining a standalone Contract Works policy is important:

Limitations of Industrial Special Risks Policy: The Industrial Special Risks policy offers limited coverage during the construction phase. It is not intended as a replacement for Contract Works and does not insure new builds.

Public Liability Coverage: While the Public Liability insurance might cover fit-out works in limited circumstances, it is not designed to cover the construction phase of the building. This could leave a significant gap in coverage.

Gap in Coverage from Builder's Policy: Often, a builder's insurance policy will only provide coverage up to the 'lock-up' stage of the construction. This means there could be a period, from lock-up to the issuance of the Occupancy Certificate, where there is no coverage for any construction-related damages or losses.

Need for Contract Works Policy: A standalone Contract Works policy is designed to cover risks associated with the construction process. This includes coverage for a range of risks like fire, theft, vandalism, and weather-related damages which might occur during construction.

Steps to Take: If you are planning to build, contact our office to arrange for a Contract Works policy. We can guide you through the process of securing appropriate coverage which aligns with your specific construction needs and timeline.

While constructing a new building or Shed, it's imperative to have a standalone Contract Works policy in place to fill any coverage gaps and protect against potential construction-related risks. This ensures the building project is adequately insured from start to finish.



SECTION J - CORRESPONDENCE AND CLAIMS

75. SUBMITTING CORRESPONDENCE AND CLAIMS TO EVEREST RISK GROUP

For sending all types of correspondence, including claims, to Everest Risk Group, please use the following electronic methods:

Electronic Submission: Everest Risk Group exclusively accepts electronic correspondence as they do not have the facilities to handle manual postal items.

Online Forms: Utilise the online forms provided on their website for submitting your information or documentation.

Email: Alternatively, you can email your correspondence to amsa@everestrg.com.au

It's essential to include all pertinent details in your electronic submissions to ensure efficient processing.

76. PROCESS FOR MAKING A CLAIM

When it comes to making a claim, it's important to recognise incidents vary widely and don't follow a predictable pattern. Therefore, while Everest Risk Group provides procedures for certain types of insurance to address common scenarios, these may not cover every possible situation. Here's what you need to know:

- 1) **Contact Us Promptly:** Should you have claims falling outside our standard procedures, engaging Everest Risk Group at your earliest convenience is essential. Prompt contact can expedite the lodgement process, your insurer's response, and the final resolution of your claim.
- 2) **Important Considerations:** Please pay close attention to the following instructions:
 - a) **Authority for Settlement:** Do not attempt to settle any claim on your own without prior authorisation from the insurer. Unauthorised settlements could lead to complications or disputes with your claim.
 - b) **Handling Third-Party Communications:** Forward all written or verbal communications from third parties directly to Everest Risk Group. This is crucial, especially in legal matters where non-compliance with a writ or summons, such as not entering an appearance within a required timeframe, could result in a judgment against you.

Your adherence to these guidelines ensures a smoother claim process and helps avoid potential legal or financial issues.



PROMPT NOTICE

Promptly notify Everest Risk Group of all claims or circumstances that have potential to result in a claim



NO LIABILITY

Under no circumstances must liability for loss or damage be admitted or accepted



WRITS

All writs, summons or demands in relation to claims should be sent to Everest Risk Group immediately and without delay



POLICE

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.

77. WHEN TO COMPLETE THE INCIDENT NOTIFICATION FORM

The [Incident Notification Form](#) is essential in certain situations:

Criteria for Use: This form must be filled out for all incidents which result in injury to an AMSA member, a member of the public, or damage to property.

Remember, Do Not Admit Liability: At no point should liability be admitted during the incident management process.

78. PROCEDURE FOR INCIDENT REPORTING:

- 1) **Secure the Area:** Immediately make the area safe to prevent further incidents.
- 2) **Document Evidence:** Photograph the scene to support your record of the incident.
- 3) **Fill Out the Form Promptly:** Access and complete the "Incident Notification Form" [here](#) as soon as possible after the incident. This ensures all necessary details are captured accurately. When completing the form:
 - a) Make sure it's legible.
 - b) Fill in every section fully.
- 4) **Collect Statements:** Obtain details from all AMSA members involved.
- 5) **Preserve Video Evidence:** If there's CCTV footage, ensure it's retained.
- 6) **Report Submission:** Within 14 days of the incident, forward the Incident Report and all related documentation to AMSA and Everest Risk Group.
- 7) **Retention of Records:** Keep all related information, both physical and digital, for the required duration:
 - a) If the injured person is under 18 at the time of the incident: Keep records until they turn 21.
 - b) If the injured person is over 18 at the time of the incident: Retain records for 5 years from the incident date.

Following these steps ensures a comprehensive and compliant approach to incident reporting and documentation.

79. PROCEDURE FOR HANDLING A CLAIM FOR COMPENSATION

If you receive a claim for compensation, possibly years after the incident, it's crucial to follow best practices for risk management and legal compliance:

- 1) **Types of Claims:** Be vigilant if someone:
 - a) Advises you of a complaint.
 - b) States an intention to claim for personal injury or property damage.

- c) Serves you with a Letter of Demand.
- 2) **Immediate Actions:**
- a) **Do Not Admit Liability:** Admitting fault can have significant legal and insurance implications.
 - b) **Do Not Sign Anything:** Signing documents without proper understanding can inadvertently imply acceptance of responsibility or other terms.
 - c) **Do Not Reply Directly:** Forward all received correspondence to AMSA and Everest Risk Group without responding. This ensures all communications are handled appropriately and reduces the risk of unintentional admissions or agreements.
- 3) **In Case of Verbal Claims:** If advised verbally, ask the claimant to submit their complaint in writing to the Secretary of your Shed. This formalises the complaint process and ensures proper documentation.
- 4) **Timely Reporting:** Within seven days, send all relevant details and an electronic copy of the original incident report to Everest Risk Group and AMSA.
- 5) **Maintaining and Keeping Detailed Records:**
- 6) **Inspection, Maintenance, and Repair Records:** Keep records of systems and procedures for all involved equipment for at least 12 months before the incident. This demonstrates due diligence in equipment safety.
- 7) **Risk Assessments:** Document risk assessments related to the use and operation of the equipment involved.
- 8) **Photographic and Video Evidence:** Keep detailed photographs, CCTV footage, or documents of all equipment involved.
- 9) **Witness Statements and Reports:** Collect and retain witness statements, photographs, videos, diagrams, investigative reports, expert reports, or other relevant documents. These provide a comprehensive view of the incident and are crucial for defence.

Following these steps ensures you are well-prepared to handle and defend against claims effectively, while complying with legal requirements and insurance policies.

80. PROCEDURE FOR HANDLING AN INDUSTRIAL SPECIAL RISKS CLAIM

When you need to make a claim under the Industrial Special Risks insurance, such as in cases of burglary or damage, follow these structured steps to ensure compliance with your policy:

Maintain Asset Registers and Proof of Ownership:

- **Keep Updated Records:** Regularly update an Asset Register and store proofs of purchase.
- **Electronic Storage:** Use cloud storage for secure and easy access to these documents.
- **Video Log:** A video log of assets can also be beneficial.

Immediate Notification:

- **Contact Authorities:** For incidents like burglary, promptly notify the police.
- **Record Official Numbers:** Obtain and keep any reference numbers given by authorities.

Document the Incident:

- **Photograph the Scene:** Capture clear images of the damage or entry points.
- **Record Immediate Actions:** Note any steps taken to mitigate further loss.

Emergency Contact:

- **Have Contacts Ready:** Ensure you have the necessary contacts for emergency services or your insurance provider.

Complete the [Claim Form](#):

- **Prepare Documentation:** Have your asset register, purchase receipts, photos of damage, and repair or replacement quotes ready. Include any CCTV footage, witness statements, or maintenance records.

Timely Reporting:

- **Report Within 30 Days:** Notify your insurer in writing within 30 days of the incident's discovery.
- **Provide Detailed Account:** Include the value of each item and details of any other insurances covering the same assets.

Cooperation and Compliance:

- **Assist in Investigations:** Be prepared to provide additional documentation, such as business records
- **Follow Policy Terms:** Adhere to all insurance policy terms to ensure the claim is processed effectively.

By following these steps, you'll be better equipped to manage an Industrial Special Risks claim.

81. PROCEDURE FOR HANDLING A GENERAL CLAIM

When managing a general claim, following a structured approach is crucial for efficient processing and adherence to policy terms. Here are the steps to guide you through the process:

1. Immediate Response and Safety:

- **Mitigate Further Loss:** Take immediate actions to prevent additional loss or damage.
- **Ensure Safety:** Make sure all members and guests are safe and secure.

2. Do Not Admit Liability:

- **Legal and Insurance Implications:** Avoid admitting fault as this can impact the legal and insurance outcomes of the situation.

3. Document the Incident:

- **Photograph the Scene:** Capture clear images of the incident area.
- **Preserve Damaged Property:** In cases of property destruction, retain the damaged items until advised by the insurer.

4. Complete the Appropriate Claim Form:

- **Select Relevant Form:** Use the links provided to access the correct form for your specific claim type.
- **Voluntary Workers Personal Accident:** Complete the [Incident Notification Form](#) and [Claim Form](#). Include a copy of your member register showing the injured party's details.
- **Industrial Special Risks (Property Claims):** Access the [ISR Claim Form](#) and prepare the necessary documentation including asset register, proof of purchase, and quotes.
- **Public & Products Liability:** Contact us for the appropriate form and guidance.
- **Association Liability:** Contact us for the form and support.

5. Emergency Contact:

- **Immediate Assistance:** In urgent situations, such as unsafe premises, contact Sean McDermott at 02 8880 0653 (after hours, this number diverts to mobile).

6. Specifics for Property Claims:

- **Timely Notification:** Report property claims in writing to CGU within 30 days, as required under the ISR policy.



- **Detailed Account:** Provide a comprehensive written description of the loss, including item values and other relevant insurance details.

7. **Contact Everest Risk Group (ERG):**

- **For Assistance** contact Sean McDermott on 02 8880 0653 or email amsa@everestrg.com.au. Remember to include your organisation's name and your committee role.

By following these steps, you can effectively handle a general claim, ensuring all procedures are conducted in a thorough and compliant manner.



SECTION K - EXCESSES & DEDUCTIBLES

Here's a simplified and easy-to-understand outline of the deductibles applying to the AMSA Insurance Program, presented in table format. Please note these are general outlines and you should refer to the applicable Policy Schedule for specific deductibles.

82. PUBLIC & PRODUCTS LIABILITY DEDUCTIBLES

Type of Deductible	Amount
Basic Deductible	\$500 for any one Occurrence except for \$1,000 any one claim in respect of claims arising out of or in any way connected with Molestation

83. INDUSTRIAL SPECIAL RISKS DEDUCTIBLES

Type of Deductible	Amount
Basic Deductible	\$2,500
Named Cyclone (Based on Building Year of Construction)	Refer to Schedule
Earthquake, Subterranean Fire, or Volcanic Eruption	\$20,000 or 1% of Total Declared Values at the Situation (minimum \$1,000)
Flood	Excluded
Bushfire (ISR 1)	Refer to Schedule

84. VOLUNTARY WORKERS PERSONAL ACCIDENT DEDUCTIBLES

Type of Deductible	Amount
Non-Medicare Medical Expenses	\$50.00 per claim (Incident)

85. ASSOCIATION LIABILITY DEDUCTIBLES

Coverage Type	Deductible Amount
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



These tables provide a general overview of the deductibles for different coverages within the AMSA Insurance Program. Remember, these outlines do not replace the actual schedule or wording issued by the respective insurers. Always refer to your specific policy schedule for detailed information on the deductibles which apply to your coverage.



CHANGES FOR 2026

86. VOLUNTARY WORKERS PERSONAL ACCIDENT CHANGES

- Nil changes

87. INDUSTRIAL SPECIAL RISKS CHANGES

- Nil changes

88. PUBLIC & PRODUCTS LIABILITY CHANGES

- **Molestation Endorsement**

The endorsement has been amended to clarify that cover applies to the Shed only, and not to any perpetrator, in circumstances where a Working With Children Check was legally required and had been obtained. This amendment aligns cover with statutory compliance expectations and existing risk management requirements.

- **Volunteer Definition**

A definition of *Volunteer* has been added to the policy wording. This provides greater clarity around who is considered a volunteer for the purposes of coverage and reduces ambiguity at claim time.

- **Care, Custody and Control**

The sublimit for Care, Custody and Control has been increased from \$250,000 to \$500,000. This enhancement recognises the nature of Shed activities and the potential exposure associated with property temporarily under the control of a Shed.

- **Alcohol Related Liability**

An endorsement has been added excluding liability arising from the sale of alcohol where the activity requires a liquor licence. This amendment reinforces the program's position around licensed activities and regulatory compliance.

- **Professional Indemnity Exclusion**

The Professional Indemnity exclusion has been amended to confirm that Public & Products Liability cover applies where instruction or demonstration is provided without a fee and does not form part of a professional services contract. This clarification supports common Shed activities while maintaining the distinction between general instruction and professional services.

89. ASSOCIATION LIABILITY CHANGES

- Nil changes



PRIVACY STATEMENT

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