



AUSTRALIAN MEN'S SHED ASSOCIATION (AMSA) INSURANCE FREQUENTLY ASKED QUESTIONS



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General

1. Who organises The Insurance?

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

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

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

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

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

3. Who do we contact to discuss The Insurance?

Everest Risk Group Pty Ltd

Sean McDermott (Authorised Representative # 447131)

Phone: 02 9226 2180

Email: team@everestrg.com.au

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

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

A copy of the policy is available at: <http://www.insuranceadviser.net/>

4. What policies are included in The Insurance?

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

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

5. Are you the insurer?

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

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

6. Do we pay you directly?

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

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

7. What is the cost of The Insurance?

The cost for the period 28 February 2016 – 28 February 2017 will remain at \$24.00 per member

This is inclusive of all fees and charges, but excludes any membership fee payable to AMSA.

8. What do we do if we have a claim?

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

- a. Voluntary Workers Personal Accident
 - i. Incident Notification Form
 - ii. Claim Form
 - b. Industrial Special Risks (Property)
 - c. Public & Products Liability – Contact Us
 - d. Association Liability – Contact Us
5. If the claim is Voluntary Workers Personal Accident related, please send a copy of your member list at the time you joined the AMSA Insurance Program for the current year
6. Contact ERG in the following ways:

Sean McDermott (Authorised Representative # 447131)

Phone: 02 9226 2180

Email: team@everestrg.com.au

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

9. We have received a letter of demand, what should we do?

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

10. Who is the Insured?

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

'Australian Men's Shed Association ABN 84 144 866 277 (AMSA) and State Association Bodies including:

- a) New South Wales Men's Shed Association; and,
- b) Victorian Men's Shed Association; and,
- c) South Australian Men's Shed Association; and,
- d) Queensland Men's Shed Association; and,

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

The name is purposefully broad in order to encompass the inclusions within the various policies. You may notice slight variations of the above, however, this is in order to fit within the respective policy terms and conditions.

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

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

'Community Non for profit organisation with activities such as:

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

12. Are there Excluded Activities?

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

The Public & Products Liability policy excludes liability arising directly or indirectly from or in any way involving the participation in; construction of; or use of the following:

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

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

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

In this instance, you have two options:

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

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

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

It may be a simple case of interpretation.

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

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

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

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

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

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

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

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

Whilst coverage under the Voluntary Workers Personal Accident policy ceases at the time a member attains the age of 95, the other policies have no such age limit.

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

If you are to be the principal, please contact our office to arrange cover under a Contract Works policy.

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

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

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

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

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

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

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

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

WFD & external agency participants should have access insurance provided by the external agency sending them. The Shed should be provided a copy prior to accepting anyone from external agencies.

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

No. AMSA does not approve of the Shed being utilised by individuals, where no one else is present.

Any instance, where a claim is made from a member working in the Shed by themselves, will be referred to AMSA (as the policyholder) for their decision as to whether a claim is to be lodged or not.

Public & Products Liability

23. Who is the insurer?

The policy is provided by Professional Risk Underwriting Pty Ltd t/as ProRisk as underwritten by certain underwriters at Lloyds of London

24. What is Public & Products Liability?

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

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

25. What is our limit of cover?

The policy provides:

- Public Liability \$20,000,000 each and every claim
- Products Liability \$20,000,000 each and every claim and in the aggregate
- Care, Custody & Control \$250,000 each and every claim and in the aggregate

26. How do we get a Certificate of Insurance?

A generic Certificate of Insurance is available from the AMSA website, however, in the event you require a bespoke certificate, listing your specific shed, please contact ERG's office in order to obtain. You will need to have your membership number available.

27. We work with children, is this a problem?

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

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

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

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

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

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

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

Whilst there are certain limits of cover surrounding age in the Voluntary Workers Personal Accident policy, there are no such age limits under the Public & Products Liability Policy. However, please note there will be no children within the shed environment under the age of 12 as part of a tutoring or Youth Justice Programme.

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

Please refer to question (27) for further information relating to children in the Shed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. As a member, what if my property is damaged by the negligence of another Member?

The Public & Products Liability policy has an inclusion of Cross Liabilities, which is designed partly for this situation. Each Member is insured as if they were to have their own policy.

'2. Cross Liabilities

Each person named as the Insured is separately indemnified in respect of claims made by any of them against any other of them, subject to Our total liability not exceeding the Limit of Indemnity.'

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

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

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

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

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

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

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

Voluntary Workers Personal Accident

36. Who is the insurer?

The policy is provided by Chubb Insurance Company of Australia Limited

37. What is Voluntary Workers Personal Accident?

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

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

Please refer to the Product Disclosure Statement (PDS) issued by Chubb Insurance Company of Australia for full terms, conditions and cover provided. The PDS is available for download at <http://www.chubb.com/international/australia/ah/chubb18617.pdf>

Please review the relevant excesses and conditions of cover.

38. When am I covered by this policy?

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

39. What is 'Authorised Voluntary Work'?

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

40. Are there age limits?

Yes. The insurer has agreed to cover all Members up to the age of 94 inclusive. Where a Member has attained the age of 95, benefits covered by this policy will no longer be applicable. This does not apply where the Injury was sustained prior to the reaching of 95.

For those who have attained 85, but have not reached 95, there is a reduced scale of benefits as per Condition 10 noted on the Policy Schedule

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

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

Pre-existing condition means any illness, disease, syndrome, disability or other condition, including any symptoms or side effects of these:

1. of which the insured person is aware, or a reasonable person in the circumstance would be expected to have been aware, or
2. for which the insured person has sought or received medical attention, undergone tests or taken prescribed medication, in the twelve (12) months prior to that insured person's effective date of coverage under this policy.

42. Notes in regards to Voluntary Workers Personal Accident

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

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

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

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

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

Industrial Special Risks (ISR)

43. Who is the insurer?

CGU Australia Pty Ltd

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

Under the Industrial Special Risks policy, your shed is not coverable until the point of practical completion and will not be covered until complete and declared to our office. We suggest you obtain a 'Contract Works' policy from the builder prior and for the construction phase, or, alternatively, contact our office for a quotation.

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

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

46. Are we covered for flood?

No. You are not covered for Flood as per the following definition:

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

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

47. What is the excess payable?

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

- a) Burglary

All claims \$1,000

- b) Earthquake, Subterranean Fire or Volcanic Eruption \$20,000 or 1% of the Declared value, whichever is lesser.

Due to the number of burglary claims in the last 3 years, a special excess of \$1,000 now replaces the standard excess applicable. Irrespective of the type of security on site.

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

48. What values should we be insuring for?

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

- Contents, Plant & Equipment
- Fixtures & Fittings
- Building

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

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

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

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

50. What happens if we declare the wrong values?

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

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

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

Full property value	= \$200,000
Declared Value	= \$100,000

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

Actual amount of damage	= \$20,000
Amount Insurer would pay	= \$10,000

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

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

51. Are we covered for Burglary?

Yes. There is an automatic limit of \$10,000 included in the policy which is for any one claim at any one location.

An excess of \$1,000 applies.

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

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

No.

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

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

Association Liability

53. Who is the insurer?

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

54. What is Association Liability?

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

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

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



FREQUENTLY ASKED QUESTIONS





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