



# Risk Management and Insurance Handbook

October 2019



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# ROLES AND RESPONSIBILITIES

## District Insurance Officer

The Rotary District Insurance Officers (DIO's) are a vital part of the support network for the Rotary National Insurance Programme (RNIP). Without the services of the DIO's the RNIP would not be able to function as efficiently to benefit members as it does now. The role can be thankless at times, but it is widely recognised and DIO's bring a huge amount of value to the process of understanding insurance and limiting exposure to risk.

Each District has an appointed DIO. More often than not the DIO has acted in that role for many years and comes from an insurance background. This is not always the case; certain DIO's come into the role with no insurance experience but quite quickly come to grips with the insurance programme and advising Rotary members around insurance and risk issues generally.

The DIO is the first port of call for insurance queries. If they are unable to provide the response/information required they will escalate the query to Rotary's insurance broker and risk advisor, Aon Risk Services (Aon). Aon will then review and, if necessary, discuss with insurers to determine their response/position and then report back to the DIO for onwards transmission to the enquirer.

*Details of the escalation process and points of contact at Aon can be found on Page 3.*

### **The role and responsibilities of a DIO can be generally defined as follows: -**

- To act as the referral, point for insurance / risk management queries.
- To respond to those queries as best they can but recognising that if in doubt they should refer to Rotary's insurance broker / advisor, Aon.
- Where possible, to assist Rotary members in identifying and managing risk associated with the various activities undertaken within Rotary. Again, if there are any questions or concerns regarding those activities these should be passed on to Aon for comment.
- To assist District officials (finance and DG's etc.) in promoting the benefits of managing risk for the greater good of all Rotarians. Information needs to be driven down through the organisation from senior levels. DIO's are a vital link in training District Officials around risk management.
- Insurance presentation at PETS, Assemblies etc.
- Advice and support for District Protection Officers.
- Travel insurance support and advice to YEP.
- Youth Protection compliance
- Provision of Insurance Certificates of Currency.
- To oversee the timely collection of information required at renewal of the insurance programme including the Club Insurance & Compliance Declaration.
- To immediately notify Aon in the event of a claim or circumstance that may give rise to a claim under the RNIP, and the Provision of relevant Claim and Incident Report forms.
- Furthermore, to assist with the handling of a claim and act as the conduit between insurers and Rotary.

**It cannot be over emphasised how important a DIO is to the smooth functioning of a national insurance programme the size and complexity of that arranged for Rotary. Without the dedication of these individuals the programme would not be sustainable and, certainly, the programme would not be in the enviable shape that it is today.**

We thank you for your continued commitment to Rotary.

## District Youth Protection Officer

The District Youth Protection Officer (DYPO) raises awareness of risk management issues for Youth Programs and ensures that the District, Clubs, and all program volunteers comply with RI and District abuse and harassment policies. He or she is the first point of contact in the District should any Rotarian receive an allegation of abuse or harassment. This Officer may train other District and Club Officers on procedures and guidelines related to abuse and harassment and other risk management issues.

The role and responsibilities of a DYPO can be generally defined as follows: -

- Knowledge of both RI policies and relevant State, Territory and local laws
- Maintain records of all allegations made
- Ensure proper handling of allegations, according to local laws and District policy, and protection of the interests of all involved.
- Work with Clubs to inform all Rotarians of their obligations under both District policy and local laws
- Review and maintain an archive of all screened volunteers, including applications and the results of criminal background checks and reference checks. Alternatively, serve as a liaison to an external firm contracted for this purpose.
- Ensure that appropriate training is made available to Rotarians, program volunteers such as Host Families or RYLA counsellors, and youth participants and their parents.
- Advise the District Youth Program Committees about developments in educational and training programs.
- Youth Protection presentation at PETS, Assemblies etc.
- Advice and support for District Insurance Officers.
- To oversee the timely collection of information required on the Club Insurance & Compliance Declaration at renewal time
- To immediately notify Aon in the event of a claim or circumstance that may give rise to a claim under the RNIP.

# NATIONAL INSURANCE SCHEME ADMINISTRATION

## Aon Contact Details

### Claims, Enquiries, Certificates of Currency and Routine Issues

#### **Christine Parker**

Service Executive

Direct Phone No: 07 3223 7404

E-mail: [christine.parker@aon.com](mailto:christine.parker@aon.com)

#### **Jane Kinasz**

Service Specialist

Direct Phone No: 07 3223 7468

E-mail: [jane.kinasz@aon.com](mailto:jane.kinasz@aon.com)

### Overall Co-ordination of Scheme – Major Issues

#### **Olivia Bazzoni**

Client Relationship Manager

Direct Phone No: 07 3223 7559

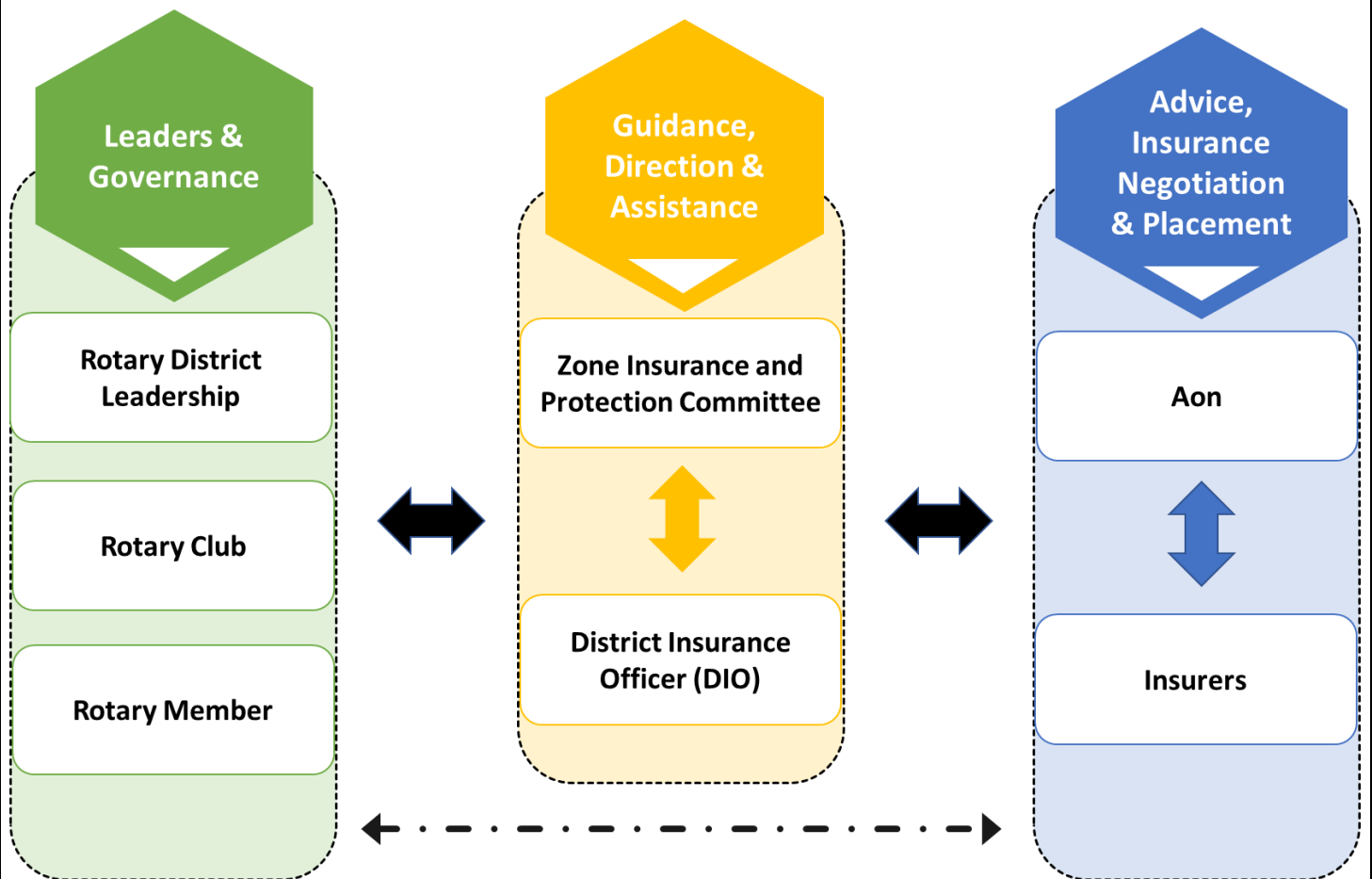
E-mail: [olivia.bazzoni@aon.com](mailto:olivia.bazzoni@aon.com)

## Rotary Contact Details

### Zone Insurance and Protection Committee (ZIPC)

- **Peter Kaye** - Chairman  
(District 9550)
- **David Tolstrup** - Committee Member  
(District 9810)
- **David Cook** - Committee Member  
(District 9685)
- **John Wakefield** – ZIPC Youth Protection Officer  
(District 9685)

# RISK MANAGEMENT AND INSURANCE PROGRAM INQUIRIES



## NATIONAL INSURANCE PROGRAM SUMMARY

Period of Insurance: From 4:00pm on 30 June 2019 To 4:00pm on 30 June 2020

Policy Type	Insurer	Limits/Deductibles	
<b>Industrial Special Risks</b>	Chubb Insurance	<b>Limits</b>	<p><b>Section 1 – Material Loss/Damage:</b>                      Assets under \$500k           \$500,000                      Assets over \$500k           \$3,000,000</p> <p><b>Section 2:</b>                      \$250,000 for Increased Cost of Working                      \$250,000 Loss of Rent</p> <p><b>Combined Sections 1 &amp; 2:</b>                      \$50,000 Claim Preparation Costs</p> <p><b>Deductibles:</b>                      \$20,000 / 1% for Earthquake, Named Cyclone                      \$10,000,                      \$1,500 All Others</p>
<b>Public &amp; Products Liability</b>	QBE Insurance	<p><b>Limit</b></p> <p><b>Sub Limit</b></p> <p><b>Deductibles:</b></p>	<p>\$50,000,000</p> <p>Sexual Abuse \$2,000,000 except Victoria which is \$5,000,000                      Statutory Liability \$1,000,000</p> <p>\$1,000, Nil for individual members, \$25,000 for Sexual Abuse Claims and \$5,000 for Statutory Liability Claims</p>
<b>Personal Accident/Travel</b>	Chubb Insurance	<p><b>Death &amp; Capital Benefits</b></p> <p><b>Policy Limits:</b></p> <p><b>Aggregate Limit:</b></p> <p><b>Deductibles:</b></p>	<p>\$250,000</p> <p>Various</p> <p>\$5,000,000</p> <p>Various</p>
<b>Association Liability</b>	Chubb, CGU & Allied World	<p><b>Limit</b></p> <p><b>Deductibles:</b></p>	<p>\$10,000,000 for each District                      Crime / Fidelity Limit \$200,000</p> <p>Nil excess other than \$2,000 for Employee Fraud or Dishonesty and Superannuation Trustees Liability</p>
<b>Motor Vehicle</b>	Vero Insurance	<p><b>Limit of Liability</b></p> <p><b>Additional Vehicles Limit</b></p> <p><b>Deductible:</b></p>	<p><b>Blanket Cover:</b>                      Up to \$10,000 per Vehicle/Caravan/Trailer based on 10 per District <b>Or</b></p> <p><b>Section 1 – Market Value or Sum Insured (if applicable) Or</b></p> <p>\$500,000 any one vehicle whichever is the lessor</p> <p>\$500 (\$1,000 whilst unit hired out)</p>
<b>Cyber Liability</b>	Chubb Insurance	<p><b>Policy Limits:</b></p> <p><b>Deductibles:</b></p>	<p>Various</p> <p>\$2,500 any one claim</p>

## WHO IS INSURED?

The Rotary National Insurance Program offers one of the most comprehensive levels and types of insurance coverage available to Australian Community and Not-for-Profit organisations. The key focus of this insurance is to provide insurance coverage for all of Rotary's activities, insurable legal liabilities, and entities.

It is hereby declared and agreed that an Insured Rotary Body is defined as: -

- An entity whose activities, charitable direction and finance are in the majority controlled by, or affiliated with, an Australian Rotary Club or District or Institute or Rotary International.
- An entity that agrees to implement and follow the risk management, general management, and guidelines as recommended by Rotary Australia and Rotary International;
- An Australian Rotary Club or District or Institute or Rotary International confirms in writing to the entity and the Rotary Australia National Insurance committee that the entity complies with the above definition and the entity is recognised as a Rotary entity.

From an insurance standpoint, it is not encouraged to establish new entities. Should the establishment of a new entity need to be considered, details of this should be sent to your DIO for referral to the Rotary Zone Insurance & Protection Committee who will engage Aon and the Rotary Australia National Insurance Program insurers where required.



# COVERAGE SUMMARIES

## General Information

### NAME INSURED

Forms part of your insurance contracts and is common to the following policies:

Industrial Special Risks (Property & Business Interruption), Public and Products Liability, Personal Accident and Travel, Association Liability, Motor Vehicle, Stallholders and Cyber Insurance.

Rotary Districts in Australia, Rotary Clubs in Australia, Rotary Clubs in Papua New Guinea, Rotary Clubs in East Timor, Rotary Clubs in Solomon Islands, Rotary Clubs in Nauru, Rotaract Clubs, Interact Clubs, Rotary Alumni Associations, Rotary Youth Exchange Program (YEP), Rotary Youth Program of Enrichment (RYPEN), Rotary Australia World Community Service Ltd (RAWCS), Australian Rotary Health (ARH), Rotary Oceania Medical Aid for Children (ROMAC), Rotary Down Under (RDU), and other associated affiliated, incorporated/unincorporated organisations.

Members of Rotary including spouses (and de factos and partners), dependent children and grandchildren, volunteer workers, honorary members, host families, prospective members (from the time their membership has been approved), District, Club and Institute Committees and Sub-Committees, other Rotary bodies and the boards thereof and participants in all Rotary activities for their respective rights and interests.

### NOTABLE DEFINITIONS

Forms part of your insurance contracts and is common to the following policies:

Industrial Special Risks (Property & Business Interruption), Public and Products Liability,

It is hereby declared and agreed that an Insured **Rotary Body** is defined as:-

- An entity whose activities, charitable direction and finance are in the majority controlled by, or affiliated with, an Australian Rotary Club or District or Institute or Rotary International.
- An entity that agrees to implement and follow the risk management, general management, and guidelines as recommended by Rotary Australia and Rotary International;
- An Australian Rotary Club or District or Institute or Rotary International confirms in writing to the entity and the Rotary Australia National Insurance committee that the entity complies with the above definition and the entity is recognised as a Rotary entity.

It is hereby declared and agreed that a **Participant** is defined as: -

- Any person or entity participating in an officially constituted Rotary activity but only when such participation does not involve the representation, benefit or gain, either directly or indirectly, of any person or entity other than Rotary.

## Industrial Special Risks (Summary Only)

### SITUATION

Anywhere in Australia, New Zealand, East Timor, Nauru, Papua New Guinea, Asia and South Pacific Islands including whilst in transit between such places.

**LIMIT OF LIABILITY** (any one loss or series of losses arising from one event)

<b>Section 1 – Material Damage</b>	\$500,000 at any one location
<b>Section 2 – Increased Cost of Working only</b>	\$250,000 at any one situation
– <b>Loss of Rent</b>	\$250,000 at any one situation
<b>Sections 1 &amp; 2 Combined – Claims Preparation Costs</b>	\$50,000 at any one situation

Subject to the following Sub-Limits:

Section 1 Material Damage	
Customer Goods	\$1,000,000
Unspecified / Accidental Damage	\$250,000
Damage to property in the open air unless that property comprises of or forms part of a permanent structure designed to function without protection of walls or roof where damage is caused by wind, rainwater or hail	\$50,000
Theft of Property in the Open Air	\$50,000
Theft of Property Insured other than money or property in transit	\$50,000
Money	\$50,000
Government or other Statutory Authority Fees	\$1,000,000
Liability for Additional Tax	\$250,000
Liability to Make Enquiries	\$1,000,000
Expediting Expenses	\$100,000
Under Deductible Fire Brigade Attendance	\$100,000
Emergency Services	\$100,000
Statutory or Other Injuries	\$100,000
Payment of Reward	\$100,000
Additional Green Costs	\$1,000,000
Personal Property and Property of Clubs/Facilities	Per Person \$5,000 Per club/facility \$50,000
Landscaping	\$100,000
Clearing and/or Repairing Drains	\$250,000
Replacing fire Protective Equipment	\$100,000

## Section 1 Material Damage

Decontamination and Removal of Contaminated Property Insured	\$1,000,000
Extra Cost of Reinstatement	\$250,000
Additional Cost of Reinstatement	\$250,000
Loss of Land Value	\$100,000
Art Works, Antiques, Curios	\$100,000
Live animals, birds, or fish or any other living creature used solely for decorative purposes or used in displays	\$100,000
Interest of other parties	\$50,000
Flood	\$20,000
“Static” risks not declared and agreed*	\$50,000
Donations in Kind subject to declaration	\$100,000
Art Shows	Per Item \$100,000 Per Exhibition \$500,000
Property in transit excluding artwork	\$50,000
Artworks in transit – Australia	\$100,000
Removal of Debris	Up to full policy limit
Goods or Property in Transit – elsewhere in the World	\$100,000
Machinery Breakdown	\$10,000
Boiler & Pressure Vessel Explosion	\$10,000
Spoilage of Stock and/or Merchandise	\$10,000
Contract Works – Contract Value (Contracts over this limit must be declared to and accepted by Insurers)	\$2,000,000

\* “Static” risks are assets of a permanent nature that usually exist throughout the period of insurance. They often consist of buildings, large amounts of contents / equipment stored in one location, parks and the like.

## Section 2 Business Interruption

Additional Increased Cost of Working	\$250,000
Loss of Rent	\$250,000

## Sections 1 & 2 Combined

Claim Preparation Costs	\$50,000
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## INDEMNITY PERIOD

12 Months

## DEDUCTIBLE(S)

The Insured shall bear the following amount(s) in respect of each claim or series of claims arising out of the one original source or cause.

**Property Damage:** \$1,500 for all losses  
Named Cyclones - \$10,000  
Earthquake, Subterranean Fire or Volcanic Eruption - \$20,000 or an amount equal to 1% of the total declared values at the situation where the damage occurs.

**Business Interruption:** Nil

*\* Should more than one deductible appear under this Policy for any claim or series of claims arising from the one event, such deductibles shall not be aggregated - the highest single level of deductible shall apply.*

## PRINCIPAL EXCLUSIONS

- (a) Locomotive / rolling stock / watercraft / railway tracks
- (b) Aircraft
- (c) Registered vehicles
- (d) Animals/birds/fish
- (e) Standing timber/crops/pastures
- (f) Bridges/canals/roadways/tunnels/dams/reservoirs
- (g) Docks/wharves/piers
- (h) Property beneath the ground
- (i) Unexplained or inventory shortage
- (j) Spontaneous combustion
- (k) Consequential Loss (excluding Increased Cost of Working)
- (l) Erosion, subsidence, earth movement or collapse therefrom
- (m) Action of water from the sea/tidal wave/high water
- (n) Wear and tear, moths, vermin, insects, rust/oxidation
- (o) Error or omission in design
- (p) Settling/seepage/shrinkage
- (q) Faulty materials/workmanship
- (r) Fraud/dishonest acts
- (s) Electronic Data Exclusion
- (t) Transmission and Distribution Lines

### Watercraft Endorsement

Section 1 - Clause 5.4 is deleted and replaced with the following:

Any motorised watercraft exceeding ten (10) metres in length, locomotive or rolling stock other than where used as stock or merchandise of the Business.

## INSURER

Chubb Insurance Australia Limited

## POLICY NUMBER

04FX004340

## Public & Products Liability (Summary Only)

### COVERING

Subject to prevailing policy terms, conditions and exclusions the Insurer will pay in respect of personal injury or property damage first happening during the period of insurance and caused by an occurrence within the territorial limits in connection with your business:

- All sums which you become legally liable to pay by way of compensation;
- All costs awarded against you

### LIMIT OF LIABILITY

**Public Liability** \$50,000,000 any one Occurrence or series of Occurrences arising from one originating cause

**Products Liability** \$50,000,000 any one Occurrence or series of Occurrences arising from one originating cause and in the aggregate during the Period of Insurance

**Sexual Abuse** (Australia only) cover is sub-limited to AUD\$2,000,000 any one claim and in the aggregate any one policy period for all Australian States except Victoria which is AUD\$5,000,000 any one claim and in the aggregate any one policy period.

Statutory Liability cover is sub-limited to AUD\$1,000,000 any one claim and in the aggregate any one policy period for PNG, Solomon Islands, East Timor, & Nauru

### Sub-Limit(s) of Liability

Property in Custody or Control \$250,000 any one Occurrence or series of Occurrences arising from one originating cause

Sexual Abuse – Commonwealth of Australia AUD\$2,000,000 any one Claim and in the aggregate any one Period of Insurance for all Australian States except Victoria which is AUD\$5,000,000 any one claim and in the aggregate any one Period of Insurance

Sexual Abuse - Papua New Guinea, Solomon Islands, East Timor and Nauru AUD\$1,000,000 any one Claim and in the aggregate anyone Period of Insurance.

Statutory Liability AUD\$1,000,000 any one Claim and in the aggregate

Pollution Defence Costs AUD\$1,000,000 any one Claim

### DEDUCTIBLES

\$1,000 any one Occurrence (costs inclusive) for all claims except:

- All claims against individuals NIL
- All claims against clubs or districts \$1,000 any one Occurrence
- All Statutory Liability claims against (individuals) \$1,000 any one Occurrence
- All Statutory Liability claims against Clubs or Districts \$5,000 any one Occurrence
- Sexual Abuse \$25,000 any one Claim

## ENDORSEMENTS

### Miscellaneous Activities Exclusion

Unless previously noted and agreed by Insurers the policy does not cover any liability (including vicarious or contingent liability) in respect of Personal Injury or Property Damage arising directly or indirectly from, caused by, contributed to by or in connection with any of the following:

- (i) Rodeos
- (ii) Trains or railways other than model railways used for amusement rides
- (iii) Animal rides
- (iv) Regular child care services
- (v) Martial arts activities comprising but not limited to teaching, training, trials, contests, displays and/or competitions
- (vi) Firearm activities (including hunting) comprising of but not limited to teaching, training, trials, contests, displays and/or competitions.

### Construction/Demolition Endorsement

The policy does not cover liability in respect of Personal Injury or Property Damage arising directly or indirectly from, caused by, contributed to by or in connection with the demolition, erection, alteration and/or addition to buildings or other structures that have a contract value of more than \$250,000.

### Pharmaceutical Exclusion

The policy does not cover liability in respect of Personal Injury or Property Damage arising directly or indirectly from, caused by, contributed to by or in connection with any medical equipment and/or pharmaceuticals (whether prescription or non-prescription) used, administered, sold or retailed by you or on your behalf.

Notwithstanding the above, this Exclusion does not apply to any vicarious liability on the part of the "Australian Rotary Health Research Fund" in respect of their occupation as financial benefactors and/or sponsors of any medical research programs.

### Participation Exclusion

The policy does not cover liability in respect of Personal Injury or Property Damage arising directly or indirectly from, caused by, contributed to by or in connection with the participation of any person or such person's property in any sport, game, match, race, practice, training course, trial, contest or competition.

However, this exclusion does not apply to Personal Injury or Damage to property of such persons arising out of the duty of care owed by You as a property owner or organiser.

### Professional Indemnity/Medical Malpractice/Treatment Risk Exclusion

Exclusions 6.16 is hereby deleted and replaced by the following: -

- 6.16 Total Professional Indemnity/Medical Malpractice/Treatment Risk Exclusion
  - 6.16.1 Personal Injury or Property Damage arising directly or indirectly from, caused by, contributed to by or in connection with:
  - 6.16.2 the rendering of or failure to render professional advice or service by You or any related error or omission, or
  - 6.16.3 Personal Injury arising directly or indirectly out of or caused by medical treatment prescribed or administered by You, or
  - 6.16.4 any bodily injury, mental injury, illness, disease or death of any patient caused by any negligent act, error or omission committed by You in or about the conduct of Your occupation or business as stated in the Proposal or Declaration, (hereinafter referred to as "Malpractice")

However, this exclusion 6.16 does not apply to the rendering of or the failure to render professional advice by Medical Persons employed by You to provide first aid on Your premises or for professional advice or service which is not given for a fee.

**Markets Activities Endorsement**

In respect of that part of the Insured's business activity relating to "organiser and operator of markets", the Policy does not cover liability in respect of Injury or Property Damage arising directly or indirectly out of, caused by, contributed to by or in connection with any **individual market stall operator** (including any partner, employees, contractors or subcontractors of same).

**INSURER**

QBE Insurance (Australia) Limited

**POLICY NUMBER**

QM-RODIAUS-PLB

## Personal Accident & Travel (Summary Only)

### NOTABLE DEFINITIONS

It is hereby declared and agreed that an Insured **Rotary Body** is defined as:-

- An entity whose activities, charitable direction and finance are in the majority controlled by, or affiliated with, an Australian Rotary Club or District or Institute or Rotary International.
- An entity that agrees to implement and follow the risk management, general management, and guidelines as recommended by Rotary Australia and Rotary International;
- An Australian Rotary Club or District or Institute or Rotary International confirms in writing to the entity and the Rotary Australia National Insurance committee that the entity complies with the above definition and the entity is recognised as a Rotary entity.

It is hereby declared and agreed that a **Participant and Sponsor** is defined as: -

- Any person or entity participating or acting on behalf of a sponsor in an officially constituted Rotary activity but only when such participation and sponsorship does not involve the representation, benefit or gain, either directly or indirectly, of any person or entity other than Rotary.

### INSURED PERSON

All persons defined in "The Insured" (please refer to Page 7) including Inbound and Outbound short term (less than 90 days) Youth Exchange Students, New Generations Exchange Participants, Rotary Foundation Scholars, ROMAC Patients and their immediate family members, but excluding long term (10- 12 months) Youth Exchange Students.

*(Please refer to separate wording for long term Youth Exchange Students)*

### SCOPE OF COVER

Cover under the policy applies whilst an Insured Person is engaged on a Journey (as defined) undertaken on the Insured's business, including any incidental private travel (limited to 60 days – noting the maximum trip duration is 90 days). Notwithstanding the above, cover applies whilst an Insured Person is engaged on authorised business or activities of the Insured including direct travel to and from such business or activities of the Insured.

### JOURNEY DEFINITION

Journey means a trip undertaken on the business of the Insured and/or authorised by the Insured, provided such travel involves destination 50 kilometres or more from the Insured Person's normal place of business or residence and does not include normal daily travel between residence and place of business. Cover shall commence from the time an Insured Person leaves their normal place of residence or place of business, whichever is left last and continues on a full time 24-hour basis until they return to their normal place of residence or place of business, whichever occurs first. The maximum duration of any one trip is 90 days.

*Please note: There is no automatic cover for trips over 90 days.*

### INCIDENTAL PRIVATE TRAVEL

Incidental Private Travel means travel which is private and taken either side of or during an authorised Rotary trip to a maximum of 60 days (The purpose of the overall Trip being predominately for the benefit of Rotary)



## Coverage

Category	Age Limit
1	Insured Persons aged under 13 years
2	Insured Persons aged 13 to 17 years
3	Insured Persons aged 18 to 79 years
4	Insured Persons aged 80 to 89 years
5	Insured Persons aged 90 to 95 years

## Categories of Insured Persons

Categories	SECTION 1: Personal Accident and Sickness				
Principal Lump Sum Benefit Events 1-9*	1	2	3	4	5
1. Accidental Death	\$15,000	\$30,000	\$250,000	\$50,000	Nil
2. Permanent Total Disablement	\$15,000	\$100,000	\$250,000	Nil	Nil
3. Paraplegia or quadriplegia	\$15,000	\$100,000	\$250,000	Nil	Nil
4. Loss of sight in both eyes	\$15,000	\$100,000	\$250,000	Nil	Nil
5. Loss of sight in one (1) eye	\$15,000	\$100,000	\$250,000	Nil	Nil
6. Loss of use of two (2) limbs	\$15,000	\$100,000	\$250,000	Nil	Nil
7. Loss of use of one (1) limb	\$15,000	\$100,000	\$250,000	Nil	Nil
8. Permanent and incurable insanity	\$15,000	\$100,000	\$250,000	Nil	Nil
9. Loss of hearing in both ears	\$15,000	\$100,000	\$250,000	Nil	Nil
<b>Note: CATEGORY 3 - Covered Persons 18 to 79 years of age Events 1 to 9 will reduce to \$200,000 in the event of a motor vehicle accident.</b>					
<b>Part B - Bodily Injury Resulting in Surgery - Benefits</b>	\$20,000	\$20,000	\$20,000	\$20,000	Nil
<b>Part C - Sickness Resulting in Surgery - Benefits</b>	Nil	\$20,000	\$20,000	Nil	Nil
<b>Part B - Weekly Benefits Injury Maximum Benefit period 156 weeks, subject to an excess period of 7 days</b>	Nil	85% of pre-disability earning to a max of \$1,000 p/week	85% of pre-disability earning to a max of \$1,500 p/week	Nil	Nil

Categories						SECTION 1: Personal Accident and Sickness					
<b>Part C - Weekly Benefits Sickness (only applicable whilst on a Journey as defined under the policy)</b> Temporary Total Disablement Maximum Benefit period 156 weeks, subject to an excess period of 7 days	Nil	85% of pre-disability earning to a max of \$1,000 p/week	85% of pre-disability earning to a max of \$1,500 p/week	Nil	Nil						
<b>Note: INSURED PERSONS OVER 79</b> It is hereby noted and agreed that Section 1 - Part B - Weekly Accident & Part C - Weekly Sickness and Section 4 - Medical and Additional Expenses do not apply to Covered Persons aged over seventy-nine (79) years whilst they are on a Journey (as defined).											
<b>Part D - Fractured Bones – Lump Sum Benefits</b>	\$3,000	\$3,000	\$3,000	\$3,000	Nil						
<b>Part E - Loss of Teeth or Dental Procedures – Lump Sum Benefits</b>	\$1,000	\$1,000	\$1,000	\$1,000	Nil						
<b>Part E - Loss of Teeth or Dental Procedures – Limit - Per Tooth</b>	\$250	\$250	\$250	\$250	Nil						
<b>Additional Cover Under Section 1</b>											
<b>Specified Sickness - Death Benefit</b>	\$25,000	\$25,000	\$25,000	\$25,000	Nil						
<b>Corporate Image Protection</b>	\$10,000	\$10,000	\$10,000	\$10,000	Nil						
<b>Independent Financial Advice</b>	\$5,000	\$5,000	\$7,500	Nil	Nil						
<b>Coma Benefit</b>	Nil	Nil	Per Day: \$50 Max Period: 3 months	Nil	Nil						
<b>Partner Retraining Benefit</b>	Nil	Nil	\$15,000	Nil	Nil						
<b>Spouse / Partner Accidental Death Benefit</b>	Nil	Nil	\$25,000	\$25,000	Nil						
<b>Dependent Child Supplement</b>	Nil	Nil	Per Child: \$5,000 Per Family: \$15,000	Nil	Nil						
<b>Domestic Help Expenses for Accompanying Spouse</b>	Nil	Nil	P/week: \$500 Max Period: 26 weeks	Nil	Nil						
<b>Premature Birth / Miscarriage Benefit</b>	Nil	Nil	\$2,500	Nil	Nil						

SECTION 1: Personal Accident and Sickness					
Categories	1	2	3	4	5
Tuition or Advice Expenses	Per Child: \$500 Max Period: 6 months	Per Child: \$500 Max Period: 6 months	Per Child: \$500 Max Period: 6 months	Nil	Nil
Modification Expenses	Nil	Nil	\$10,000	Nil	Nil
Unexpired Membership Benefit	Nil	Nil	\$2,500	Nil	Nil
Chauffeur Benefit	Nil	Nil	\$2,500	Nil	Nil
Executor Emergency Cash Advance	Nil	Nil	\$25,000	Nil	Nil
Student Tutorial Costs (Maximum Benefit Period of 26 weeks – excess period 7 days)	\$150 p/week	\$150 p/week	\$150 p/week	Nil	Nil
Emergency Home Help (Maximum Benefit Period for 26 weeks – excess period 7 days)	\$250 p/week	\$250 p/week	\$250 p/week	\$250 p/week	\$250 p/week
Non-Medicare Medical Expenses (Australia, PNG, East Timor & Solomon Islands) Covering Non-Medicare and medical expenses incurred following an accident but excluding medical expenses prohibited by legislation	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
<p>“Medical Expenses” means expenses that are <b>not subject to full or partial Medicare rebate or recoverable from any other source</b> and incurred within twelve months of sustaining injury. The insured expenses are for treatment certified necessary by a legally qualified medical practitioner to a registered Private Hospital, physiotherapist, nurse or similar medical service.</p>					

Travel					
Categories	1	2	3	4	5
<b>SECTION 2: Kidnap and Ransom / Extortion Cover</b>					
Kidnap and Ransom / Extortion Cover	\$250,000				
Trauma Counselling	\$500 per visit \$5,000 per Covered Person				
<b>SECTION 3: Hijack and Detention</b>					
Sum Insured	\$6,000				

Travel					
Categories	1	2	3	4	5
Daily Benefit	\$200				
Maximum Days	30				
Legal Cost	\$5,000				
<b>SECTION 4: Medical, Evacuation and Additional Expenses</b>					
Medical, Evacuation and Additional Expenses	Unlimited	Unlimited	Unlimited	Nil	Nil
Continuous Worldwide Bed Confinement	Per Day: \$100 Max Days: 60	Per Day: \$100 Max Days: 60	Per Day: \$100 Max Days: 60	Nil	Nil
Non-Medical Incidental Expenses	Per Day: \$30 Max: \$500	Per Day: \$30 Max: \$500	Per Day: \$30 Max: \$500	Nil	Nil
Trauma Counselling Benefit	\$5,000	\$5,000	\$5,000	Nil	Nil
HIV / AIDS contracted through Bodily Injury	\$100,000	\$100,000	\$100,000	Nil	Nil
<b>SECTION 4 – Medical and Additional Expenses</b> whilst such Covered Persons are attending the annual Rotary International Convention. <b>The maximum sum insured for is limited to \$50,000</b>					
<b>SECTION 5: CHUBB Assistance &amp; Security Advice - +61 2 8907 5995 - <a href="http://www.Chubbassistance.com">www.Chubbassistance.com</a></b>					
<b>SECTION 6: Cancellation and Disruption</b>					
Loss of Deposits	Unlimited	Unlimited	Unlimited	\$10,000	\$10,000
Cancellation & Curtailment Expenses	Unlimited	Unlimited	Unlimited	\$10,000	\$10,000
Incidental Private Travel and/or Directors and Executives Private Travel <i>(applicable to Loss of Deposits only)</i>	\$20,000				
Out of Pocket Expenses <i>(such as phone charges, food etc.)</i>	Per Day: \$150 Maximum: \$1,500				
Frequent Flyer Points	Nil	Nil	\$10,000	Nil	Nil
Funeral Expenses	\$25,000	\$25,000	\$25,000	Nil	Nil
Pet Boarding Expenses	Nil	Nil	Per Day: \$250 Max: \$2,500	Nil	Nil

Travel					
Categories	1	2	3	4	5
Missed Transport Connection			\$1,000		
Overbooked Flight			\$2,500		
<b>SECTION 7: Alternative Employee/Resumption of Assignment Expenses</b>					
			\$10,000		
<b>SECTION 8: Baggage and Travel Documents</b>					
Baggage and Business Property			\$7,000 Limit any one (1) item - \$1,500		
Electronic Equipment			\$7,000 Excess: \$250		
Money & Travel Documents			\$2,000		
Deprivation of Baggage			\$3,000		
Repatriation of Belongings			\$1,000		
Home Burglary Excess Benefit			\$2,000		
Keys and Locks			\$2,000		
Identity Theft Extension			\$20,000		
<b>SECTION 9: Personal Liability</b>					
Personal Liability			\$20,000,000		
Court Attendance Benefit			Per Day: \$100 Maximum: \$1,000		
<b>SECTION 11: Extra Territorial Workers' Compensation</b>					
			Weekly Benefits - \$500 Damage, Costs and Expenses - \$500,000 Aggregate Limit of Liability - \$500,000		
<b>SECTION 12: Political &amp; Natural Disaster Evacuation</b>					
Evacuation Expenses			\$20,000		
Specialist Security Services			\$50,000		

Travel					
Categories	1	2	3	4	5
<b>Aggregate Limit of Liability – Section 12</b>					
Categories 1,2,4,5	\$250,000				
Category 3	\$100,000				
<b>SECTION 13: Search &amp; Rescue Expenses</b>					
Sum Insured (per person)	\$20,000				
Aggregate Limit of Liability	\$100,000				
<b>Aggregate Limit of Liability (applicable to Sections 1 and 2 only)</b>					
Any one (1) Period of Insurance	\$10,000,000				
Non-scheduled Flights	\$1,000,000				
Any one (1) event with respect to War / Civil War	\$500,000				
Any one (1) Period of Insurance with respect to War /Civil War	\$1,000,000				
<b>Student Tutorial Costs</b> (Maximum Benefit Period of 26 weeks – excess period 7 days)	\$150 per week	\$150 per week	\$150 per week	Nil	Nil
<b>Emergency Home Help</b> (Maximum Benefit Period for 26 weeks – excess period 7 days)	\$250 per week	\$250 per week	\$250 per week	\$250 per week	\$250 per week

### DEDUCTIBLE

- 7 days in respect of Weekly Benefits.
- \$250 Electronic Equipment
- Nil all other claims.

### PRINCIPAL EXCLUSIONS UNDER THE POLICY

The Insurer shall not pay Benefits with respect to any loss, damage or Condition which:

- results from an Insured Person engaging in or taking part in:
  - flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers;
  - flying in a privately owned and operated aircraft;
  - training for or participating in professional sports of any kind.

- results from any intentional self-injury or attempt at same, suicide or any illegal or criminal act committed by you or an Insured Person.
- results from war (whether war be declared or not), invasion or civil war.
- is or results from or is a complication of infection with Human Immuno-Deficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS related Complex (ARC).
- results from pregnancy or childbirth except for unexpected medical complications or emergencies arising therefrom.
- Persons over the age of 95 years.

### **Pre-Existing Conditions**

The exclusion for pre-existing conditions on the policy has been waived. However, the following conditions still apply:

- a) The Insured Person must obtain approval from their doctor advising they are fit to travel.
- b) The Insured Person cannot travel solely for the intention of having treatment for an existing medical condition.
- c) The policy will not cover expenses incurred for any medication for a condition which commenced prior to the commencement of the journey and which such medication the Insured Person has been advised to continue during travel.
- d) A full pre-existing conditions exclusion remains in force for Insured Persons diagnosed with a terminal condition prior to the commencement of the journey under the Weekly Sickness Benefit.

### **ENDORSEMENT UNDER THE POLICY**

#### **Mental Illness if:**

- a) during the Period of Insurance; and
- b) While the person is:
  - i. a Covered Person; and
  - ii. on a Journey
- c) The Journey was outside the Covered Persons Country of Residence;
- d) The counselling is provided by a registered psychologist or psychiatrist (who is not a Covered Person or their Close Relative);
- e) The counselling, medication, and/or treatment are certified as necessary by a Doctor for the wellbeing of the Covered Person; and
- f) The counselling, medication, and/or treatment is commenced within 30 days of the completion of the Journey.

The maximum amount We will pay per Covered Person is \$5,000.

### **INSURER**

Chubb Insurance Australia Limited

### **POLICY NUMBER**

04PO003900

## Personal Accident & Travel Insurance - FAQs

### How long can I be covered for a private holiday before/after my Rotary business?

*It is common for Rotarians to embark on a private holiday before or after an event. An example is the upcoming conference in Toronto where people may stay and holiday in Canada after the conference finishes*

*Rotary's policy provides [cover for travel which is private](#) and taken either side of or during an authorised Rotary trip to a maximum of **60 days**. However, the key to this is that the purpose of the [overall Trip](#) is predominately for the benefit of Rotary. We recommend the Travel Authorisation Form be completed to ascertain if the trip is indeed predominately Rotary business.*

### What circumstances require me to fill out a Travel Authorisation form?

*This is [only required](#) for Rotarians embarking on International Travel. It is used to determine*

- a) *If the Travel needs to be registered with RAWCS.*
- b) *If incidental travel would be granted (please see question above).*

### Is my partner/spouse covered whilst accompanying me on these trips?

*Members of Rotary [including spouses \(and de factos and partners\)](#) are included in cover*

**Where ROMAC provide access to medical treatment for a child in need in Australia from developing countries does Travel Insurance extend cover for both the patient and the parents/guardian?** *The Travel policy will provide the cover for the group, however a [Fit to Travel Letter](#) relating to the parents/guardian is required.*

### What if my incidental travel is not covered?

*Rotarians have access to the special rates on the Probus policies. Please call 1300 630 488 & speak to the Probus team to obtain a quotation or access the website for an online quote*

[https://www.probusouthpacific.org/pages/travel\\_insurance\\_about\\_probus\\_travel\\_insurance](https://www.probusouthpacific.org/pages/travel_insurance_about_probus_travel_insurance)

### Can I travel wherever I like?

*There are excluded countries in the Policy such as Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia or Sudan. We would recommend visiting <http://smartraveller.gov.au> to ascertain if where you plan on visiting is safe to travel.*

### What else may be required of me to be approved for travel?

*If using Rotary Travel Insurance, a ["Fit to Travel" letter](#) must be obtained from a General Medical Practitioner (GP) and the itinerary should be disclosed to the GP. To observe discretion and privacy Aon nor the DIO require the ["Fit to Travel" letter](#), the letter it is to be retained by the traveller and provided at the event of a claim. This applies for both Domestic and International travel.*

### Am I covered if I hire a car?

*No, when you hire a vehicle, it generally comes with the Hire Car company insurance in place. There is an [exclusion](#) in the Rotary policy for reimbursement of Rental Car vehicle excess, which means the driver/club/Rotary would be responsible for paying this through the hire agreement. It is therefore strongly recommended that the Hirer purchases the Hire Company's Excess buy out option*

### What constitutes a trip for insurance purposes?

*This means a trip that is undertaken on the business of Rotary and/or authorised by Rotary, provided such travel involves a destination 50 kilometres or more from the Insured Person's normal place of business or residence and does not include normal daily travel between residence and place of business. Cover shall commence from the time an Insured Person leaves their normal place of residence or place of business, whichever is left last and continues on a full time 24 hour basis until they return to their normal place of residence or place of business, whichever occurs first.*



# Rotary Insurance Travel Authorisation Form

(This form to be submitted to DIO prior to the commencement of any Overseas Travel)

To: District Insurance Officer \_\_\_\_\_ Email: \_\_\_\_\_

I/We..... of the Rotary Club of ..... District ..... wish to advise that I/We will be travelling as part of Club activities, and require the travel to be noted and included under the District Insurance Policies.

1. Brief Description & Purpose of Travel: .....  
.....

2. Date of Travel: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Duration: .....

3. Incidental Travel (e.g. Holiday before/afterwards): **YES / NO**. If "YES", please provide details and duration of Trip.  
(Incidental travel means travel which is private and taken either side of or during an authorised Rotary trip to a maximum of 60 days (the purpose of the overall Trip being predominately for the benefit of Rotary)

.....  
.....

4. Have you obtained a Fit to Travel letter from your General Medical Practitioner? **YES / NO**. If "YES", please retain this for your records.

5. Have you obtained approval for travel? If so, please provide details of the person who provided approval

District: **YES / NO** Provided by: .....

Club: **YES / NO** Provided by: .....

RAWCS: **YES / NO** Provided by: .....

ROMAC **YES / NO** Provided by: .....

6. Is a Travel Risk Management Plan in place? **YES/NO**

7. Please note that whilst travelling, there is **NIL COVER for Rental Vehicle Excess Waiver**

8. Have you registered with [www.smartraveller.gov.au](http://www.smartraveller.gov.au) ?

Rotarian Contact: .....

Details: Phone/Fax Number: .....

Email address:.....

COVER CONFIRMED UNDER ROTARY POLICY **YES/NO** DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

## Travel Policy – Youth Exchange Program – Long Term Trips (Summary Only)

All nominated outbound Australian Youth Exchange Students and nominated inbound overseas Youth Exchange Students.

Cover commences from the time the Covered Person leaves their place of domicile for the purpose of the Youth Exchange Program, and it is continuous in a 24-hour basis, until returning to their place of domicile.

The policy period is 12 months, plus up to 14 days additional cover beyond the 12-month period in respect to private travel.

### Benefits of Cover Available

The following is a summary only of the major benefits available under the above insurance policy.

Available Benefits	Schedule of Benefits	Applicable Excess
<b>Personal Accident</b> <i>(Lump sums or weekly benefits if a Covered Person suffers from an Event as a result of a Bodily Injury or Sickness.)</i>		
<b>Events 1 – Accidental Death</b>	AUD135,000/USD100,000	Nil
<b>Events 2-19 – Bodily Injury</b> Permanent and incurable paralysis of all limbs Loss of sight in one or both eyes or hearing in one or both ears Loss of both feet or the whole of one foot or one hand	\$200,000	Nil
<b>Student Tutorial Costs</b>	\$150 per week (up to 26 weeks)	7 days
<b>Kidnap and Extortion</b> <i>(Reimburses certain Extortion/Ransom Monies and other amounts if a Covered Person is the subject of a covered Kidnapping or Extortion whilst on a Journey)</i>	\$500,000	
<b>Hijack and Detention</b> <i>(Daily agreed amount payable while a Covered Person is subject to a covered Hijack or Detention as a result of a Hijack for more than 12 hours whilst on a Journey)</i>	\$200 daily up to 30Days up to Maximum \$6,000	
<b>Legal Costs</b>	\$10,000	
<b>Medical and Additional Expenses, Cancellation and Curtailment Expenses</b> <i>(Reimburses certain medical and additional expenses if a Covered Person Accidentally dies or suffers a Bodily Injury or Sickness whilst on a Journey; and additional or forfeited travel, hotel or out-of-pocket expenses as a result of the unexpected Accidental Death, Serious Injury or Serious Sickness of certain specified persons associated with the Covered Person or any other unforeseen circumstances outside the control of the Covered Person)</i>	Unlimited	Nil
<b>Emergency Assistance</b> <i>(CHUBB ASSISTANCE: Provides certain emergency assistance to a Covered Person whilst on a Journey. In the event of hospitalisation or other serious medical conditions, Chubb Assistance should be contacted immediately for advice and claim management, which includes guarantee of payment to the service provider. Chubb Assistance should not be used for standard medical treatment with costs recovered through the normal claim process. Chubb Emergency Assistance Tel +61 2 8907 5995)</i>	Unlimited	

Available Benefits	Schedule of Benefits	Applicable Excess
<b>Loss of Deposits</b>	\$10,000	Nil
<b>Cancellation and Curtailment Expenses</b>	Unlimited	Nil
<b>Missed transport connection</b>	\$5,000	Nil
<i>(Reimburses certain Travel and Accommodation Expenses paid in advance, lost as a result of covered Unforeseen Circumstances; and the retail price for any airline ticket or other Travel and Accommodation Expenses purchased using Frequent Flyer or similar reward points which is subsequently cancelled as a result of an Unforeseen Circumstance, where the loss of points cannot be recovered from any other source.)</i>		
<b>Baggage</b> - Limit any one item \$3,000	\$10,000	\$250
<b>Electronic Equipment</b>	\$10,000	\$250
Deprivation of Baggage	\$1,000	
Money / Travel Documents	\$2,000	Nil
<b>(Indemnifies the Covered Person in respect of certain loss of, theft of or damage to certain Baggage/Business Property, Electronic Equipment or Money/Travel Documents)</b>		
<b>Resumption of Assignment Expenses</b>	\$10,000	Nil
<i>(Pays for certain Resumption of Assignment Expenses incurred in returning the Covered Person to recommence an assignment within 90 days of returning to their Country of Residence on the written approval of a medical advisor in consultation of the Covered Person.)</i>		
<b>Personal Liability</b>	\$10,000,000	\$250
<i>(Indemnifies the Covered Person against certain damages they become legally liable to pay in respect of either bodily injury to any person or loss of or damage to property where the injury or damage is caused by an accident. Also pays certain approved legal costs and expenses)</i>		
<b>Missed Transport Connection</b>	\$5,000	Nil
<i>(Pays certain costs of the Covered Person's missed a transport connection due to any unforeseen circumstances outside the Policyholder's or the Covered person's control and, as a result is likely to miss an officially scheduled meeting or conference which cannot be delayed until their arrival)</i>		
<b>Political and Natural Disaster Evacuation</b>	\$68,000AUD/\$50,000USD per person (Aggregate Limit \$250,000)	
<i>(Pays certain costs of the Covered Person's return to their Country of Residence or the nearest place of safety and certain reasonable accommodation costs if the Covered Person is unable to return to their Country of Residence, as a result of a covered evacuation or if a major natural disaster has occurred in the country the Covered Person is in, necessitating their immediate evacuation in order to avoid risk of personal bodily injury or sickness to themselves)</i>		
<b>Search and Rescue Expenses</b>	\$20,000 per person (Aggregate Limit \$100,000)	
<i>(Reimburses the Policyholder in respect of certain costs incurred by a recognised rescue provider or the police authorities if whilst on a Journey outside Australia, a Covered Person is reported missing and it becomes necessary for the rescue provider or police authorities to instigate a search and rescue operation.)</i>		
<b>Aggregate Limit of Liability</b>	\$5,000,000	
<b>Non-Scheduled Aircraft</b>	\$ 500,000	
<i>(air travel not conducted in accordance with fixed schedules over established routes).</i>		

### Extension: Trauma Cover

Trauma Counselling Benefit means if during the Period of Insurance an Insured Person suffer psychological trauma as a result of them being a victim of, or eye witnessing a criminal act such as sexual assault, rape, murder, violent robbery or an act of terrorism, insurers will pay up to \$5,000 with respect to any one event for the cost of trauma counselling which is provided by a registered psychologist (who is not an Insured Person or their relative) provided the treatment is certified as necessary by a Doctor for the wellbeing of the Insured Person.

**Please note:** The above is a general summary of the covers only, does not form part of the Policy and cannot be relied on as a full description of the cover provided. All of the above covers are subject to certain terms, conditions and exclusions.

### What isn't covered?

#### **MAJOR EXCLUSIONS: (This is not an exhaustive list of all exclusions, for full policy terms, conditions and exclusions refer to your Rotary Representative)**

The Insurer shall not pay Benefits with respect to any loss, damage, liability, event, injury or sickness which results from an Insured Person engaging in or taking part in:

- flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers;
- training for or participating in Professional Sport of any kind;
- results from any intentional self-injury, suicide and any any illegal or criminal act committed;
- results from war, civil war, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power in Australia or an Insured Person's Country of Residence, or any of the following countries: Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia or Sudan;
- is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
- Medical expenses incurred in Australia, which a Medicare benefit is or would be payable (Health Insurance Act 1973).
- Results from pregnancy, childbirth, miscarriage or the complications of these conditions.
- Injury caused by playing professional (paid) sports.
- Any loss or damage not reported to authorities as soon as possible (must be verified in writing to police or transport carrier);
- Wear, tear, deterioration and scratching or breaking of fragile or brittle articles because of your negligence.
- loss of baggage due to confiscation by customs or any other lawful authority.
- loss of electronic equipment where theft or attempted theft occurs whilst such equipment is unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless You and/or the Insured Person has no option other than to leave the equipment unattended due to an emergency medical, security or evacuation situation)
- loss of electronic equipment whilst carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless they accompany the Insured as personal cabin baggage.
- Cancellation, curtailment or diversion of scheduled transport services, if there had been warning before travel was booked that such events were likely to occur.
- Financial default of companies such as airlines and other transport providers, hotels, car rental agencies, booking agents.
- If you change your plans or you're disinclined to travel.
- Medical and evacuation coverage is excluded if the traveller is going to their home country.
- Continuing travel against medical advice
- Forfeited travel deposits when returning home following a close relative's death or serious illness, when the death or illness could have been anticipated or expected to occur at the time of booking your travel arrangements.

## Pre-Travel Insurance Checklist

Please take all necessary steps to comply so as not to prejudice any potential claim:

- I have checked with a health professional or researched recommended vaccinations or other precautions to take, such as overseas laws on travelling with medicines?
- I have checked the validity of my passport before booking travel
- I have checked the Smart Traveller website to ensure the country/region I am travelling to is safe, prior to making travel arrangements
- I have checked that mobile phone coverage is available at my destination and if necessary enabled International Roaming
- I have checked with the airline carrier on baggage allowances (kgs)
- I have photocopied all travel documents and insurance details, and emailed these to myself and a next of kin
- Chubb Assistance information for my safekeeping
- I have received all recommended vaccinations and medication from a Travel Doctor
- I have considered my medical and fitness level, and I believe I am fit to travel

## Pre-existing Medical Conditions

The exclusion for pre-existing conditions on the policy has been waived. However, the following conditions still apply:

- The Insured Person must obtain approval from their doctor advising they are fit to travel.
- The Insured Person cannot travel solely for the intention of having treatment for an existing medical condition.
- The policy will not cover expenses incurred for any medication for a condition which commenced prior to the commencement of the journey and which such medication the Insured Person has been advised to continue during travel.
- Routine medical, optical or dental treatment or consultation.
- Continuing travel against medical advice

## Frequently Asked Questions

### Can I travel wherever I like?

*There are excluded countries in the Policy such as Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia or Sudan. We would recommend visiting <http://smartraveller.gov.au> to ascertain if where you plan on visiting is safe to travel.*

### What do I do in the case of emergency?

*If you require hospitalisation and need to return to Australia, please contact Chubb Emergency Assistance  
**Tel +61 2 8907 5995***

### Can I claim for going to the Dentist?

*Yes, if as a result of an accident or severe pain. Dental treatment is limited to emergency only and must be certified by a Doctor or Dentist. Dental Report page of Application is required when completing a claim Form. Routine dental treatment or consultation is not covered.*

### What do I do if I get sued by somebody?

*Under no circumstances must liability be admitted either verbally or in writing and immediately forward the claim to your DIO and Parents/guardian.*

### Can I claim for an airfare to return home due to the death of a family member?

*Yes providing the age of the close relative does not exceed 80 years of age.*

### Am I covered to visit another Country when on exchange?

*Yes if approved by Host District.*

## INSURER

Chubb Insurance Australia Limited

## POLICY NUMBER

04PP005604

## Association Liability (Summary Only)

**(Office Bearers Liability, Association Liability, Professional Indemnity and Fidelity Guarantee)**

### LIMITS OF LIABILITY

<b>Section 1</b>	Professional Liability	\$10,000,000 any one claim / \$20,000,000 in the aggregate
<b>Section 2</b>	Management Liability	\$10,000,000 any one claim / \$20,000,000 in the aggregate
<b>Section 3</b>	Association Liability	\$10,000,000 any one claim / \$20,000,000 in the aggregate
<b>Section 4</b>	Employment Practices Liability	\$10,000,000 any one claim / \$20,000,000 in the aggregate
<b>Section 5</b>	Employee Fraud or Dishonesty	\$200,000 any one claim
<b>Section 6</b>	Superannuation Trustees	\$10,000,000 any one claim

### Excess

<b>Section 1</b>	Professional Liability	Nil
<b>Section 2</b>	Management Liability	Nil
<b>Section 3</b>	Association Liability	Nil
<b>Section 4</b>	Employment Practices Liability	Nil
<b>Section 5</b>	Employee Fraud or Dishonesty	\$2,000
<b>Section 6</b>	Superannuation Trustees	\$2,000

### Section 1 - Professional Liability

Covers your organisation for giving advice. I.e. counselling, respite/health care, education, advice on the installation of home modification and maintenance, defamation of visiting professional expert by committee on technical grounds, advice on regulatory regime being created.

### Section 2 - Management Liability

Covers each Manager and Officer of the organisation from any Loss which arises from a Claim first made or commenced against that Manager/Officer. i.e. Negligent acts, misstatements, breach of duty, incompetent supervision, ineffective administration etc.

### Section 3 - Association Liability

Covers all Loss which arises from a Claim made or commenced against the Association.

### Section 4 - Employment Practices Liability (Association Cover)

Cover for any Loss arising from an Employment Claim. i.e. alleged wrongful/unfair dismissal, discrimination and harassment complaints.

### Section 5 - Employee Fraud or Dishonesty

Cover for Direct Financial Loss sustained due to acts of fraud or dishonesty committed by an Employee. i.e. Theft of contributions or membership fees, dishonest allocation of government grants.

### Section 6 - Superannuation Trustees Liability

Cover for any loss incurred where you are acting as a Superannuation Fund Trustee. I.e. Claim arising from an error or omission whilst acting as a Trustee for a Superannuation Fund.

### RETROACTIVE DATE

Unlimited, excluding known claims and circumstance

## EXCLUSIONS/ ENDORSEMENTS

### Molestation

Molestation and Bodily Injury Inner Limit (\$500,000) Exclusion / Endorsements to apply in relation to all:

- Child care/minding services
- Churches and religious organisations

Bodily/Injury Exclusion - for any actual or alleged bodily injury, sickness, disease, death or emotional distress, or damage to or destruction, impairment or loss of the use of any property.

Provided that Additional Exclusion will not apply to Defence Costs and Investigation Costs. Under this Endorsement shall not exceed \$500,000 in the aggregate. All other terms, conditions and exclusions remain unchanged.

Molestation Exclusion - for any Claim or loss for or arising out of, based upon or attributable to any actual or alleged:

- molestation of, interference with, mental or physical abuse of, or assault of any person;
- act(s) of indecency;
- failure to detect, act upon or prevent the molestation of, interference with, mental or physical abuse of, or assault of persons or act(s) of indecency, by the Insured or any agent of the Insured.

Provided that this General Exclusions will not apply to:

- Defence Costs;
- Investigation Costs; and
- any actual or alleged molestation of, interference with, mental or physical abuse of, or assault alleged in any Employment Claim.

The total amount payable by the Insurer for Defence Costs and Investigation Costs under sub-clauses and above shall not exceed \$500,000 in the aggregate.

### INSURER

Chubb Insurance Australia Limited	40%
CGU Insurance	40%
Allied World	20%

### POLICY NUMBER

02PI 019392



## Motor Vehicle Insurance (Summary Only)

### INTEREST

Motor Vehicles, Trailers and/or Caravans as declared.

### TERRITORIAL LIMITS

Anywhere in the Commonwealth of Australia and the Dominion of New Zealand.

### EXCESS

\$500 each and every claim (\$1,000 whilst unit hired out)

### LIMIT OF LIABILITY

Section 1 – Own Damage

Market Value or Sum Insured shown on the Schedule of Motor Vehicles whichever is the lesser.

Additional Vehicles limit - Market Value or Sum Insured (if applicable) or \$ 500,000 any one vehicle whichever is the lesser.

Section 2 and 3 Combined Limit (11.2) \$30,000,000

Section 2 and 3 Subject to Carriage of Hazardous Goods Limit \$1,000,000

### ADDITIONAL VEHICLES ENDORSEMENT

Provided that a vehicle is of like and similar kind to those currently insured by the policy, the Insurer will automatically cover any additional and/or replacement vehicle acquired, hired, leased, rented on loan to or used by or on behalf of the Insured during the Period of Insurance, whether on a permanent or temporary basis, from the time the Insured becomes legally responsible therefore, the Insured's legal liability under Sections 2 and/or 3 and for Section 1 damage for a limit of liability equivalent to the vehicle's Market Value or Sum Insured (if applicable).

### INSURER

Vero Insurance Limited

### POLICY NUMBER

MSL013261069

## Cyber (Summary Only)

COVERAGE		
Policy Aggregate	\$1,000,000	
First Party Insuring Agreements	Limit of Insurance	Excess
Incident response	\$1,000,000	\$2,500
Business Interruption	\$1,000,000	\$2,500 Waiting Period: 8 hours
Data and System Recovery	\$1,000,000	\$2,500
Cyber Extortion	\$1,000,000	\$2,500
Third Party Insuring Agreements	Limit of Insurance	Excess
Privacy and Network Security Liability	\$1,000,000	\$2,500
Sublimits		
- Consumer Redress Fund	\$500,000	\$2,500
- Payment Card Loss	Not covered	Not covered
- Regulatory Fines	\$500,000	\$2,500
Media Liability	\$1,000,000	\$2,500
Insuring Agreement Extensions	Limit of Insurance	Excess
Emergency Incident Response	\$50,000	\$0
Betterment Costs	\$50,000	\$2,500
Cyber Crime	\$50,000	\$5,000
Reward Expenses	\$50,000	\$2,500
Telecommunications Fraud	\$50,000	\$2,500

### RETROACTIVE DATE

Unlimited

### COVERAGE TERRITORY

Worldwide

### INSURER

Chubb Insurance Australia Ltd

### POLICY NUMBER

04CY013423

## Stall Holders Liability (Summary Only)

### THE INSURED

Stall Holders at Rotary organised markets as declared to insurers

### EXCESS

\$500 each claim or series of claims arising from the one originating cause, inclusive of costs

### LIMIT OF COVER

\$10,000,000 per occurrence and in the aggregate for Products Liability

### PRINCIPAL EXCLUSIONS

- Fines, penalties or damages for which you are legally liable except for compensatory damages arising from a loss covered by the policy.
- Errors or omissions committed or omitted by you.
- Loss discovered before the commencement of the policy period.
- Loss after you become aware that an employee has committed acts of fraud, dishonesty or criminal damage.
- Costs and expenses you incur to establish the existence of a loss.
- Loss of confidential information.
- Indirect or consequential loss.

### INSURER

Certain Underwriters at Lloyd's of London

### POLICY WORDING

Lloyd's of London Combined Liability Policy wording available from [www.stallinsure.com.au](http://www.stallinsure.com.au)

### PREMIUM


\$6.00 per stall holder, per market inclusive of statutory charges and GST

### NOTE:

Certain products **are not covered** under the policy. These are:-

- Second hand mechanical goods, electrical goods and toys (new mechanical/electrical goods and toys will be covered);
- Medicines, potions, oils, fragrances, soaps and beauty products (but oils, fragrances, soaps and beauty products will be covered if predominantly consisting of natural ingredients);
- Hazardous, flammable or dangerous goods.
- Massage, manipulation, chiropractic or similar;
- There is no cover for massage therapies or treatments provided by Stall Holders.

**Any queries in relation to the policy should be directed to One Underwriting at the following address: -**

	<p><b>Andriana Bageski   Underwriter</b> <b>One Underwriting Pty Ltd</b> 201 Kent Street Sydney NSW 2000 t: +61292538118   f: +6129253 700 <a href="mailto:andriana.bageski@oneunderwriting.com.au">andriana.bageski@oneunderwriting.com.au</a>   <a href="http://www.oneunderwriting.com.au">www.oneunderwriting.com.au</a> <b>or</b> e: <a href="mailto:stallinsure@oneunderwriting.com.au">stallinsure@oneunderwriting.com.au</a></p>
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## Stall Holders Liability Insurance - Declaration

Please complete the details below and email back to [stallinsure@oneunderwriting.com.au](mailto:stallinsure@oneunderwriting.com.au)

Name of Rotary Club and District: \_\_\_\_\_

Name of Market: \_\_\_\_\_

Dates of Market: \_\_\_\_\_

Market Location: \_\_\_\_\_

Contact name: Phone: \_\_\_\_\_

This is payment for \_\_\_\_\_ (total number of) Stall Holders at the rate of \$6.00 each

Total \$ \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

-----  
*Please tick whichever is applicable*

- By Cheque - payable to **One Underwriting Pty Ltd**  
 By Direct into Bank Account – Deposited on \_\_\_ / \_\_\_ / \_\_\_\_\_

**If making payment by cheque:** This Declaration and any payments by cheque to be sent to:


**One Underwriting Pty Ltd**  
Level 30,  
201 Kent Street,  
Sydney NSW 2000

**If making direct payment:** Please make payment direct into our bank account as follows:

**Financial Institution Name:** National Australian Bank  
**Account Name:** One Underwriting Pty Ltd S981B Trust Account  
**BSB No:** 083 419  
**Account No:** 559083425

*Please include the name of your Rotary Club as reference with your payment*

Any queries in relation to the policy should be directed to One Underwriting at the following address: -

	<p><b>Andriana Bageski   Underwriter</b> <b>One Underwriting Pty Ltd</b> 201 Kent Street Sydney NSW 2000 t: +61292538118   f: +6129253 700 <a href="mailto:andriana.bageski@oneunderwriting.com.au">andriana.bageski@oneunderwriting.com.au</a>   <a href="http://www.oneunderwriting.com.au">www.oneunderwriting.com.au</a> or e: <a href="mailto:stallinsure@oneunderwriting.com.au">stallinsure@oneunderwriting.com.au</a></p>
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## Stall Holder Release and Indemnity

1. Stall Holder acknowledges that certain products and services are not covered by Stall Holders Liability Insurance Policy arranged through One Underwriting, with **the following products and services being specifically excluded:**
  - Second hand mechanical goods, electrical goods and toys.
  - Medicines, potions, oils, fragrances, soaps and beauty products, (but oils, fragrances, soaps, and beauty products will be covered if predominantly consisting of natural ingredients).
  - Hazardous, flammable or dangerous goods.
  - Massage, manipulation, chiropractic, massage therapies or treatments provided by Stall Holders.
  - Any product, item or service prohibited by Federal or State legislation to be sold or traded without suitable licence.
2. **Stall Holder further acknowledges that the provision of these products and services are done so at Stall Holders own risk and choice.**
3. Stall Holder acknowledge that Rotary is not an Insurance advisor or agent and I will forward any questions directly to One Underwriting or Insurer of my choice.
4. Stall Holder releases Rotary, its officers and employees, agents or volunteers from any liability or obligation (including any future liability or obligation which may have existed but for this release) to Stall Holder (or any person claiming through or on behalf of Stall Holder) in respect of:
  - 4.1 loss of or damage to any real or personal property; and
  - 4.2 Personal Injury to any persons (including agents or representative of the Stall Holder), arising out of or in connection with Market or the performance the Stall Holder's other obligations under this agreement.
5. Stall Holder indemnifies Rotary, its officers and employees, agents or volunteers and keep Rotary, its officers and employees, agents or volunteers indemnified against all claims, actions, damages, expenses (including legal costs on an indemnity basis), losses or liabilities in respect of:
  - 5.1 Personal Injury to Stall Holder or representative of Stall Holder; and
  - 5.2 Personal Injury to any persons (other than Stall Holder or representative of Stall Holder); and
  - 5.3 loss of or damage to real or personal property, Market site or any property whether located on Market site or otherwise, arising out of or in connection with Market or the performance of its other obligations under this agreement.
6. Stall Holder's liability to indemnify Rotary, its officers and employees, agents or volunteers under Clauses 4.2 and 4.3 will be reduced proportionally to the extent only that a negligent act or omission of Rotary, its officers and employees, agents or volunteers has contributed to the Personal Injury, loss or damage.
7. Stall Holder's liability to indemnify Rotary, its officers and employees, agents or volunteers under Clause 4 is a primary obligation and is not the same as or subordinate to any other indemnity to which Rotary is entitled.

### **Stall Holder acknowledges and agrees that:**

- They have read and understood the policy wording, including specified exclusions, of the One Underwriting Public and Products Liability Insurance Summary; and
- Their participation in the Market is as a consequence of their own free will and desire and they have read and understood the above warnings, releases and indemnity.

## RISK MANAGEMENT

**Note: All these forms are editable and located on AonLine ([www.aonline.com](http://www.aonline.com))**

### A Guide for Rotary Clubs - What you need to know and do

1. Complete an Insurance **Pro Forma** prior to the commencement of any Event or Project
2. A Disclaimer is required to participate in **any sport, game, match, race, practice, training course, trial contest or competition** organised by the club.
3. Vendors, Stall Holders who operate at club organised Markets/Swap Meets or the like must have their own insurance. **“No insurance no come”** rule to be strictly applied.
4. If using Rotary Travel Insurance, a **“Fit to Travel”** letter must be obtained from a GP prior to departure
5. Offering cover under Rotary Insurance to other entities or bodies is strictly prohibited.
6. All Youth Program Volunteers (as defined) must complete the **Rotary Youth Volunteer Information and Declaration Form** (*refer page 62*)
7. Complete and return annual **Club Insurance & Compliance Declaration Form** by 30 April (*refer page 37*)

***For further information on Rotary Risk Management & insurance matters please contact your District Insurance Officer (DIO)***

#### Guidelines for Clubs who host YEP Students

For specific details, reference should be made to the District Risk Management Policy & Guidelines in respect of Youth Programs.

Participating clubs agree to operate its program in accordance with the District Risk Management Policy and Guidelines and RI Certification requirements, including the following:

- a. To conduct screening and reference checks for all Volunteers involved with the program, including, but not limited to, adult residents of the host home, Counsellor, club Youth Program chair, and all Rotarians and their spouses or partners who might have unsupervised contact with youth. All volunteers (as defined) must complete and sign a Volunteer Declaration.  
  
To develop a system for Host Family selection and screening that includes announced and unannounced home visits and interviews both before and during the placement.
- b. To develop contingency hosting plans that will include pre-screened back-up families in the event of an emergency.
- c. Where a Club Counsellor or Country Coordinator is due to host, to avoid the potential of a conflict of interest an alternate person must be appointed for that hosting period to act as the counsellor/coordinator.
- d. Upon change of Host Family, the Host Family Move Notice shall be lodged immediately
- e. To provide each student with a Safety Card and details of local support services
- f. Ensure that the Club Counsellor is of the same sex as the student and is not a member of the student's host family.
- g. Ensure that the Club Counsellor is trained in responding to any problems or concerns that may arise during the exchange, including the prevention of physical, sexual, and emotional abuse or harassment.
- h. To provide mandatory training on sexual abuse and harassment prevention for host families, outbound students, inbound students, and their parents or legal guardians.
- i. Follow the RI Sexual Abuse and Harassment Reporting Guidelines.
- j. To report all serious incidents (accidents, crimes, early returns, deaths) involving Youth Exchange students to the District immediately.

# Rotary Club Insurance & Compliance Declaration 2020-2021

To be completed by each individual club

**IMPORTANCE HIGH**

Please return to District Insurance Officer (DIO) & Protection Officer by **30 April**

Rotary Club of \_\_\_\_\_

## Section 1: Insurance

### Property Insurance

Please complete the following **ONLY** if the reinstatement and replacement value has a combined total for Building, Contents and Stock of more than \$50,000

#### Location 1

Address of Building/Contents							
Description	Walls	Floors	Roof	Security	Fire Protection	Replacement cost of Building	Replacement cost of Contents

#### Location 2

Address of Building/Contents							
Description	Walls	Floors	Roof	Security	Fire Protection	Replacement cost of Building	Replacement cost of Contents

#### Location 3

Address of Building/Contents							
Description	Walls	Floors	Roof	Security	Fire Protection	Replacement cost of Building	Replacement cost of Contents

### Motor Vehicle Insurance

Please **ONLY** complete the below If you require vehicles to be covered by the Rotary policy

#### BBQ Trailers / Trailers / Caravans / Food Vans (UNDER \$10,000)

##### TO BE INCLUDED IN DISTRICT BLANKET COVER

Description of Vehicle	Registration Number

#### BBQ Trailers / Trailers / Caravans / Food Vans (BETWEEN \$10,001 - \$50,000)

Description of Vehicle	Registration Number	Approximate value of Vehicle

#### All other motor vehicles – sedans, vans, 4WD, tractors, mini buses, utilities and the like

Description of Vehicle	Registration Number	Approximate value of Vehicle

### Section 2: Protection

#### Section 2: Protection

1. Does your Club run an Op Shop or Thrift Shop?  
*If yes, please complete the attached Op Shop Questionnaire* Yes  / No
  
2. Is your club involved in any Youth Programs i.e. RYLA, RYPEN, YEP etc.  
*If no, please go to question 4* Yes  / No
  
3.
  - a) Does your club comply with RI's Abuse/Harassment policy and Certification requirements?
  - b) Does your club maintain a register of Volunteer Declarations including non-Rotarians? Yes  / No
  - c) Have copies of all Volunteer Declarations been provided to the District for document retention?
  
4. Has your club ever received a complaint /allegation of sexual abuse or harassment? Yes  / No
  
5. Is your club familiar with the District Risk Management Policy & Guidelines for Youth Programs? Yes  / No



6. Is your club familiar with the R.I. sexual abuse/harassment allegation reporting Guidelines? Yes  / No

7. Has your club received Youth Protection procedures training? Yes  / No

8. Would your club like an update in Rotary procedures? Yes  / No

## Club Youth/Student Protection Compliance Checklist

*To be completed by authorised Club Officer:*

<b>Some of the following requirements are YEP specific however protection principles apply to all Rotary Youth Programs. (Refer Risk Management for <i>Forms</i> and procedures)</b>			
	Requirement	√	Remarks
1	Club is familiar with District Protection Policy	<input type="checkbox"/>	
2	All "Volunteers" reference & criminal history checked.	<input type="checkbox"/>	
3	Club maintains a Register of Volunteer Declarations	<input type="checkbox"/>	
4	Copies of all sent to District for record retention	<input type="checkbox"/>	
5	Counsellors have been appropriately selected and trained	<input type="checkbox"/>	
6	Host Families have been screened and briefed	<input type="checkbox"/>	
7	Students have been briefed on Youth Protection	<input type="checkbox"/>	
8	Students have been briefed on travel approval procedure	<input type="checkbox"/>	
9	Club has received protection training from District	<input type="checkbox"/>	
10	Emergency Response and Reporting Procedure provided	<input type="checkbox"/>	
11	Club is familiar with RI Allegation Reporting Guidelines	<input type="checkbox"/>	
12	Club has completed annual Compliance Declaration	<input type="checkbox"/>	

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

Club Position: \_\_\_\_\_



## Youth Protection Screening

### Statement of Renewal

I, \_\_\_\_\_ confirm that my Working with Children Check/Card has been renewed.

Card number \_\_\_\_\_ Expiry date \_\_\_\_\_

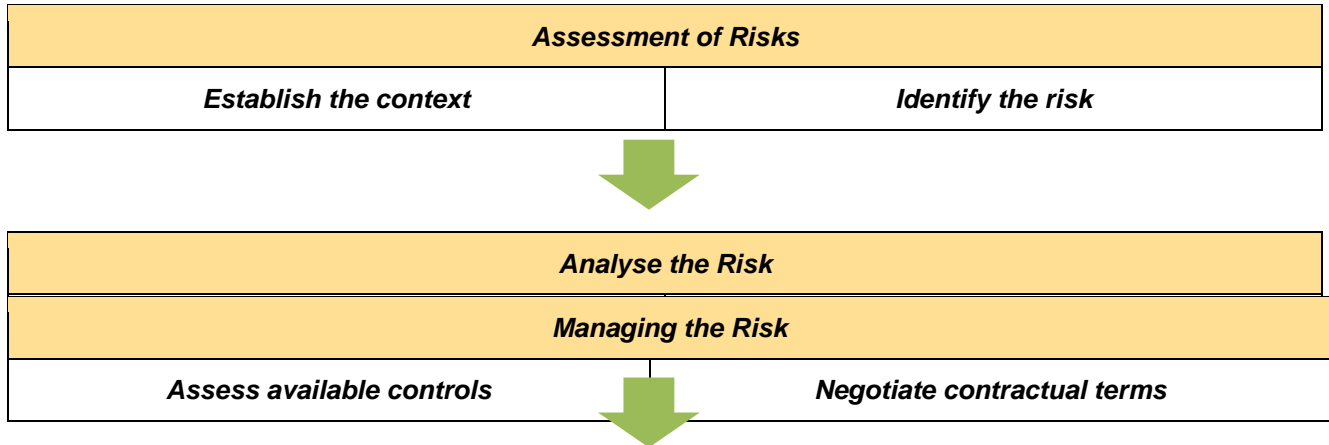
and certify that all other details recorded on my Volunteer Declaration remain unchanged.

Signed \_\_\_\_\_ Date \_\_\_\_\_

## Contract Review Guidelines

*(The Guidelines below are not to be intended to be legal advice and Rotarians should refer specific legal questions to Legal Advisors)*

Contracts come in many forms for example, applications to use public space or the hiring of facilities which contain warranties and indemnities. As a general rule, the party that is best placed to control the risk should take responsibility for managing the risk therefore the Rotarian needs to understand the likely types of liability that may be associated with an activity.



After taking a risk assessment Rotarians will be in a better position to decide whether they manage the risks of the proposed activity.

### Indemnities

Where a contract does not allocate liability between the parties, each party's liability will be determined at general law on the facts of each event. To provide greater certainty and/or to shift liability that may arise upon an event occurring, the parties may agree to contractually allocate liability between themselves.

A party may seek to have the benefit of an indemnity to ensure that any damage they suffer is recoverable.

***An indemnity is a risk transference mechanism, where a party agrees to accept liability for losses or damages***

To understand the particular meaning of an indemnity requires both an understanding of the nature of the indemnity and applying its wording to the particular facts and terms of the contract some of which are below:

Contract Requirement	Explanation	Recommendations
<b><i>Hold Harmless</i></b>	Is an agreement not to claim against or pursue another party for loss which might be incurred in the future in relation to the contract	Recommend that you negotiate the removal of any clause that limits or prevents your right to seek recovery against the other party. Some insurance policies will not respond where you have waived or limited an Insurer's right to seek recovery against a third party
<b><i>Intentional or wilful, wrongful acts</i></b>	Insurance provides for fortuitous acts rather than for deliberate and wrongful acts.	Liability policies don't provide cover for wilful or intentional acts. They are negligence-based policies. If you cannot negotiate the removal of this condition, you will in fact be uninsured.
<b><i>Waiver of Subrogation</i></b>	Is an agreement from the insurer that they will waive their rights to recovery from third parties under contract following a loss.	Waiver of subrogation is not permitted under Rotary's Public Liability policy.
<b><i>Named Insured</i></b>	Adding a third party as a named insured essentially has most of the same rights and obligation under the policy as the policy holder (Rotary).	Requests to include other parties as a named insured should be resisted. If the condition is non-negotiable the third party can be noted as "interested party" for Their Respective Rights and Interests that relate to the specific event or activity.

**Note:**

Commonly Local or State government use multiple and versions of the "standard" application forms and Rotary have been successful in obtaining a reasonable outcome for both parties always remember the other party to the request should have their own insurance and responsible for their actions.

When applying for the use of a public space/facility or interaction with a local/state government we recommend that the very first thing Rotary does is to provide a Public Liability Insurance Certificate of Currencies.

## Amusement Ride Risk Management

Minter Ellison

Australia December 22, 2016

Following the incident at Dreamworld in October 2016, Australian regulators have been conducting audits of amusement devices at theme parks and, of course, amusement ride safety is at the forefront of each regulators' agenda.

All organisations which come into contact with amusement rides (including outside the theme park industry) must have a broad understanding of the regulatory regime in relation to amusement devices. For example, this is an issue that may impact church or school organisations that hold fetes or other organisations who run community events and engage amusement ride contractors.

Running a community event presents a range of particular WHS challenges, including contractor management and managing the presence of children and the elderly. Although organisations engaging amusement ride contractors are not experts in relation to those devices, they continue to have an obligation to ensure health and safety, so far as reasonably practicable, for matters within their control. As we've seen, it's not enough for a PCBU to engage a contractor with expertise in an area and for the PCBU to rely on that expertise - the courts have found the PCBU still has WHS obligations under the legislation.

In addition to the usual steps required as part of contractor management, organisations engaging amusement ride operators should:

1)	Request specific amusement device information including the:	
	(a)	Amusement device registration with the relevant regulator
	(b)	Log book for inspection and maintenance of the ride
	(c)	Emergency plan for the ride
2)	Conduct its own due diligence including by independently confirming the registration with the relevant regulator and using ride operators who have been used by other organisations previously	
3)	Ensure the contractor has public liability insurance	
4)	Before allowing a ride to operate:	
	(a)	Comply with relevant Australian Standards
	(b)	Ensure all law and regulations for set up and use have been met by Rotary (including permits etc.)
	(c)	Conduct a high level risk assessment
	(d)	Consider appropriate fencing/security/locks for rides
	(e)	Consider suitability of the ride for your event
	(f)	Ensure appropriate signage on rides (e.g. you must be this ' ' tall to ride etc.)
	(g)	Not exceeding manufacturers specifications in terms of number of children using the equipment at any one time, maximum age of children
(h)	Organise safe access points (e.g. assist safe and orderly queuing)	
5)	During ride operation, monitor and supervise the activity (not just ride operators but also guests) and direct any unsafe activity to case.	

## Public Liability Insurance - Risk Management Principles

It cannot be assumed that that all projects and events undertaken by Districts and Clubs are automatically covered under the Rotary Liability Policy.

To establish whether a proposed project/event is acceptable to the Insurer, a **Pro Forma** must be submitted to the DIO prior to the commencement of such project/event, as referral to the Insurer might be necessary to confirm coverage.

A Club must never commence a project without obtaining DIO approval, to do so could run the risk of the project being outside insurer acceptance guidelines and therefore not covered, and no Rotary project can proceed without insurance.

Care should be taken not to enter into any agreement, or unfavourable Insurance and Indemnity Conditions that form part Terms and Conditions for the use of:

- (a) Local Authority or Government facilities such as public Parks, Halls and Beaches.
- (b) Commonwealth facilities such as Conference Centres, Halls and Buildings.

### Risk Management Forms and Documentation

**Note: All these forms are editable and located on AonLine ([www.aonline.com](http://www.aonline.com))**

- Insurance Pro Forma (*refer page 46-47*)  
(It should be noted that activities of a repetitive nature such as Sausage Sizzles etc., only require one annual request form only)
- Risk Management Form (*refer page 48*)
- Risk Management Checklist/Assessment (*refer page 49-51*)
- General Release and Indemnity (*refer page 52*)  
(Required when participating in any sport, game, match, race, practice, training course, trial, contest or competition)
- Youth Protection Compliance Requirements (*refer page 60-61*)
- Youth Volunteer Information and Declaration Form (*refer page 62-64*)
- Stallholder Release and Indemnity (*refer page 34*)
- Travel Insurance Authorisation Form (*refer page 23*)

## Insurance Pro Forma

(This form is to be submitted to **DIO prior** to the commencement of any project/event)

To: District Insurance Officer \_\_\_\_\_ Email: \_\_\_\_\_  
(insert DIO's Name) (insert DIO's email address)

The Rotary Club of \_\_\_\_\_ (insert Rotary Club name) wishes to advise that it will be conducting the following event/s as part of its activities and requires the event/s to be noted and included under the District Insurance Policies.

1. Is this Event organised and run by Rotary?  YES /  NO
2. Brief Description of Activity: \_\_\_\_\_
3. Date of Activity: \_\_\_\_/\_\_\_\_/\_\_\_\_
4. Duration  
 From: \_\_\_\_\_  
 To: \_\_\_\_\_
5. Location of Activity: \_\_\_\_\_
6. Will the activity involve participation in any sport, game, match, race, practice, training course, trial, contest or competition?  YES /  NO. If "YES", please provide copy of Disclaimer for the event
7. Have you been asked by any other organisation or person to  
 (a) indemnify them as a third party or  
 (b) hold any other organisation "harmless" under the Rotary Insurance for the activity? **YES/NO**  
 (If yes, refer to your District Insurance Officer for advice before entering into any agreement).
8. Will the event involve persons under the age of 18yrs? **YES/NO**
9. Will the event involve amusement rides/devices? **YES/NO**
10. Will the event include markets and stall holders? **YES/NO**
11. Will alcohol be sold or supplied during the event? **YES/NO**
12. Approximate number of community participants: ..... **YES/NO**
13. Risk Management Form Completed? **YES/NO**
14. Certificate of Currency required? **YES/NO**
15. If applicable, provide details of parties that are to be noted as interested parties.

Rotarian Contact:	<i>(insert Rotarian's name)</i>
Details: Phone Number:	<i>(insert Rotarian's Phone Number)</i>
Email address:	<i>(insert Rotarian's Email Address)</i>

COVER CONFIRMED UNDER ROTARY POLICY	<b>YES/NO</b>
DATE:	____/____/____

**Note:** For repetitive events such as BBQ's your DIO only needs this form to be completed once a year.



## Basic Checklist for an Event

**Following receipt of a completed Insurance Pro-Forma**

1. Is this a Rotary Event?	YES/NO
2. Does the event present any unique or high risk activities?	YES/NO
3. Is there evidence the Club is aware of responsibilities in regards to:	
<ul style="list-style-type: none"> <li>• Risk Management</li> </ul>	YES/NO
<ul style="list-style-type: none"> <li>• Contractual Liability e.g. Hold Harmless or request for unreasonable indemnity &amp; insurance requirements.</li> </ul>	YES/NO
<ul style="list-style-type: none"> <li>• Compliance with legislation as a minimum Workplace, Health &amp; Safety and Food Handling.</li> </ul>	YES/NO
4. Should a general release and indemnity be used? <i>(Required when participating in any sport, game, match, race, practice, training course, trial, contest or competition)</i>	YES/NO
5. Should Youth Volunteer Information and Declaration Forms be used?	YES/NO
6. Should I refer this to Aon for confirmation of Insurance coverage from our Insurers?	YES/NO

## Risk Management Form

1. Describe the activity / project being undertaken.  
.....
2. If responsible for the sale and supply of alcohol,
  - Are you following the Government’s prescribed policy for the responsible serving of alcohol?
  - What measures will be put in place to prevent underage drinking?.....
3. Have you required any other organisation, group or person who is taking part in the activity to provide their own “Public Liability Insurance”? **YES / NO**  
  
(Other organisations, groups or individuals should have their own Public Liability Insurance Cover, or at least be made aware that they are not covered under Rotary insurance unless specifically noted. Ideally you should obtain a written indemnity from any other organisation, group or third party involved or associated with the activity).
4. Have you been asked by any other organisation or person to (a) indemnify them as a third party or (b) hold any other organisation “harmless” under the Rotary Insurance for the activity? **YES / NO**  
(If yes, refer to your District Insurance Officer for advice before entering into any agreement).
5. Describe the potential hazards (or dangers to the general public and persons working on project).  
.....  
.....  
.....  
.....
6. Have there been prior incidents / accidents on this type of project? **YES / NO**  
If “Yes, detail when, how and the result.  
.....  
.....
7. What action / steps can be taken to reduce the likelihood of it happening?  
.....  
.....
8. Will the project / activity involve young people? **YES / NO**  
If yes, have the procedures as outlined in the District Youth Protection Policy been followed?
9. Will the activity involve travel? **YES / NO**

Claims arising from participation in any sport, game, match, race, practice, training course, trial, contest or competition **are excluded**. If the activity includes participation, will you provide, or have you arranged for a disclaimer to be signed by the participant? **YES / NO**

**PLEASE DO NOT ASSUME THAT ALL PROJECTS / ACTIVITIES ARE AUTOMATICALLY COVERED UNDER ROTARY’S PUBLIC LIABILITY POLICY**

Any queries or questions should be addressed with the district insurance officer in order to obtain agreement from the insurer prior to the commencement of the project / activity.

## Risk Management Checklist

	ADEQUATE			COMMENTS
	YES	NO	N/A	
<b>• PREMISES</b>				
<b>Floors</b>				
Surface level				
Not slippery				
Free of debris				
Properly covered				
<b>Stairs/Ramps:</b>				
Surfaces level				
Not slippery				
Free of debris				
Properly covered				
<b>Windows:</b>				
Condition				
Security				
<b>Lighting:</b>				
General				
Emergency				
<b>Fire safety:</b>				
Suitable detection				
Equipment maintained				
Emergency exits				
Emergency signage				
General housekeeping:				
<b>Car parks &amp; Driveways</b>				
Sealed/marked				
Free of ruts/holes				
Free of oil/contaminants				
Lighting				
Speed limiting/bumps				
Signage				
Free of debris/vegetation				
Pedestrian access				
<b>External Pathways:</b>				
Free of damage				
Free of debris/vegetation				
Lighting				

	ADEQUATE			COMMENTS
	YES	NO	N/A	
<b>• CONTRACTORS / SUBCONTRACTORS</b>				
All contractors/subcontractors supply proof of liability cover				
Standard contracts drawn up specific work performed				
Formal written security procedures in place				
All security incidents reported to police				
<b>• MACHINERY &amp; EQUIPMENT</b>				
All electrical equipment tested annually by qualified electrical contractors				
All portable electrical equipment/tools tested and tagged in accordance with regulations				
All gas cylinders tested and tagged annually				
All welding/hotwork performed by qualified persons				
Conditions of:				
- Hoists/cranes				
- Elevators/escalators				
- Unregistered vehicles				
All belt/chain/direct couplings between electric motors or other engines/pumps /generators/cutting equipment etc fully covered or otherwise guarded				
Are all hand tools (powered or un-powered) in a good state of repair				
<b>• ENVIRONMENTAL</b>				
Have all hazardous/toxic substances been identified				
Are they currently stored in a secure place				
Is a register of these materials kept				
Are people trained in the use of these materials				
Is all waste disposed of regularly and in accordance with local regulations				
<b>• MISCELLANEOUS</b>				
First aid facilities				
Trained first aid staff				
Alcohol policy in place				
Animal policy in place				
Crowd exposure – adequate signage				
Playground equipment checked and maintained on regular basis				

	ADEQUATE			COMMENTS
	YES	NO	N/A	
<b>• CHILDREN /STUDENTS</b>				
Are children being properly cared for/supervised?				
Do carers/supervisors have proper accreditation and certification (e.g. Blue Cards)?				
Are animal or mechanical rides involved? If "Yes" do the providers of those rides carry adequate Public/Products Liability insurance and has proof been obtained?				
<b>• AMUSEMENT DEVICES AT COMMUNITY EVENTS</b>				
Request specific amusement device information including the:				
a) Amusement device registration with the relevant regulator				
b) Log book for inspection and maintenance of the ride				
c) Emergency plan for the ride				
Conduct due diligence including by independently confirming the registration with the relevant regulator and using ride operators who have been used by other organisations previously.				
Ensure the contractor has public liability insurance.				
Before allowing a ride to operate:				
(a) Conduct a high level risk assessment				
(b) Consider appropriate fencing/security/locks for rides				
(c) Consider suitability of the ride for your event				
(d) Ensure appropriate signage on rides (e.g. you must be this tall to ride etc.)				
(e) Organise safe access points (e.g., assist safe and orderly queuing)				
During ride operation, monitor and supervise the activity (not just ride operators but also guests) and direct any unsafe activity to case.				
<b>• ROTARY IDEALS</b>				
Does the proposed activity / program follow the Ideals of Rotary, being mindful of the appropriateness and ethical standards required by Rotarians?				

## General Release and Indemnity

The Rotary Club of

*(insert Rotary Club's Name).*

("Rotary")

*(Insert name of specific Rotary Function/Event)*

I,  
of

*(insert name of Participant)*  
*(insert Participant's Home Address)*

1. In the State of

*(insert State)*

am aware and acknowledge that *(insert intended activity)* involves inherent risks, including the risk of injury to life or death and damage to property and in undertaking such activities, I do so at my own risk.

I am also aware that it is a condition of participation  
in

*(insert name of event)* ("**Event**")

2

that Rotary, its officers and employees, agents and volunteers are released by me from all liability howsoever arising from injury or damage to both property and person howsoever caused (whether fatal or otherwise) arising out of my participation in the Event whether or not such injury or damage is due to any negligent act, breach of duty, default and/or omission on the part of Rotary, its officers and employees, agents or volunteers.

3. I indemnify Rotary, its officers and employees, agents and volunteers against all loss, damage and expenses (including legal costs on a solicitor and own client basis) arising out of or in connection with any claims, actions, proceedings or demands of any kind arising directly or indirectly as a consequence of my participation in the Event.

4. I acknowledge and agree that my participation in the Event is as a consequence of my own free will and desire and that I have read and understood the above warning, release and indemnity.

5. I warrant that I am 18 years of age or older and am lawfully able to enter into this above release and indemnity or, in the event that I am a minor, I have the permission of my legal guardian to participate in the Event and that my legal guardian has agreed to adhere to the terms of the indemnity below.

**Signed**

**Dated**

\_\_\_/\_\_\_/\_\_\_

### ***To be completed only if the participant is a minor***

I,  
of

*(insert name of Parent / Legal Guardian )*  
*(insert Parent's/ Legal Guardian's home address)*

am the legal guardian of  
and consent to him/her participating in the Event.

*(insert name of Participant)* ("**Participant**")

- I release Rotary, its officers and employees, agents and volunteers from all liability, howsoever arising, from injury or damage to both property and person howsoever caused (whether fatal or otherwise) arising out of the Participant's participation in the Event whether or not such injury or damage is due to any negligent act, breach of duty, default and/or omission on the part of Rotary, its officers and employees, agents or volunteers.
- I indemnify Rotary, its officers and employees, agents and volunteers against all loss, damage and expenses (including legal costs on a solicitor and own client basis) arising out of or in connection with any claims, actions, proceedings or demands of any kind arising directly or indirectly as a consequence of the Participant's participation in the Event

**Signed**

**Dated**

## Rotary Zone 8 \*Youth Protection Policy Summary & Forms

\* For the purpose of this policy summary, the term Youth refers to any individual who participates in a Rotary Youth Program regardless of whether or not he or she is of legal age of majority, and also referred to in this document as young people, children, child, youth, student, or young person.

### **ROTARY INTERNATIONAL'S STATEMENT OF CONDUCT FOR WORKING WITH YOUTH**

*Rotary International strives to create and maintain a safe environment for all youth who participate in Rotary activities. To the best of their ability, Rotarians, Rotarians' spouses and partners, and other volunteers must safeguard the children and young people they come into contact with and protect them from physical, sexual, and emotional abuse.*

*Adopted by the RI Board of Directors, November 2006*

#### **1. Introduction**

This Youth Protection Policy Summary applies to those Rotarians and non-Rotarians who participate in Rotary Youth Programs. The summary is in accordance with rules and procedures set out in the Rotary International Youth Protection Guide and the expectations of our insurers. It also complies with legislative requirements common to all Australian States and Territories. Additional requirements might be necessary to conform with applicable legislation where the District lies. These requirements apply to all adult persons working with young people entrusted to their care and must be adhered to.

**Districts might wish to create more comprehensive policies using this summary as a template by including specific legislative requirements as appendices.**

#### **2. Definitions**

Abuse	Sexual, physical, emotional, or verbal mistreatment of a young person
Child	A young person in a Rotary youth program under the age of 18 years.
RI	Rotary International
RYE	Rotary Youth Exchange
RYP	Rotary Youth Program
Volunteer	An adult involved in Rotary Youth Programs who has direct interaction either supervised or unsupervised with young people in such a Program
Responsible Adult	A responsible adult is any adult who, in a family or group situation for a short period of time, is responsible for caring for a youth/students.
DIO	District Insurance Officer
DYPO	District Youth Protection Officer
WWC	The terminology used for a Police history check
Screening:	A process of checks to determine a person's suitability to work with young people.

### 3. Purpose

The purpose of this Policy is to:

- a) protect young people entrusted to Rotary's care whilst participating in a Rotary program
- b) ensure that all parties are aware of their responsibilities and obligations to identify the possible risk of child abuse, and to establish controls and procedures for preventing such abuse and/or recognising such abuse when it occurs.
- c) provide guidance on actions that should be taken where a person suspects child abuse within any Rotary Youth Program.
- d) provide a clear statement to members, employees, directors, volunteers, spouses and contractors forbidding any such abuse, and
- e) provide assurance that any and all suspected abuse will be reported and fully investigated
- f) outline the volunteer screening requirements

### 4 Scope

- 4.1 This Policy applies to all adults who participate in a Rotary organised Youth Program (including Rotaract).

### 5 Guiding principles

5.1 This Policy is based on the following principles:

- a) Districts have a zero tolerance for child abuse
- b) The best interests of the young person are paramount
- c) Youth protection is a shared responsibility
- d) All young people have a right to feel safe and be safe, and have rights to protection from abuse
- e) Districts will acknowledge the diversity of all young people, including (but not limited to) Aboriginal and Torres Strait Islanders, youth from diverse backgrounds and disabilities, and young people from the LGBTIQ community, and make reasonable efforts to accommodate their needs
- f) Everyone covered by the Policy must also comply with the Rotary's Code of Conduct, which sets stringent standards for personal behaviour.

### 6 General District and Club responsibilities

- 6.1 For insurance purposes, it is a requirement that all Clubs complete and return the Club Insurance & Compliance Declaration to their DIO by 30th April each year.
- 6.2 All Rotary clubs will have a Youth Protection Officer whose duties involve supporting the club's board to maintain their youth protection compliance procedures insuring the completion of all required protection documentation as required by State or Territory legislation.

### 7 Screening and suitability checks

7.1 The suitability of all members / volunteers / contractors assisting in RYPs will be carefully assessed in accordance with their roles. Those with the following roles are defined as needing a screening to become YOUTH PROGRAM VOLUNTEERS.

- 7.1.1 Those whom are not directly supervised while with a young person for a period of time (being such time that might allow grooming or abuse to occur)



- 7.1.2 who might transport a young person in their private vehicle (excluding any transport needed in emergency care or where there is direct consent from a parent or guardian (incl YEP host parents In loco parentis)),
  - 7.1.3 who supervise overnight accommodation for a program (i.e. home billet or accommodation within program), or
  - 7.1.4 manage the confidential records of young people
- 7.2 Prospective YOUTH PROGRAM VOLUNTEERS are required before commencing:
- 7.2.1 complete a Rotary Youth Volunteer Information and Declaration
  - 7.2.2 attend a comprehensive interview
  - 7.2.3 provide three referees
  - 7.2.4 have a current Working With Children Check by relevant authority
- 7.3 Some jurisdictions might require that any person responsible for storing documents which contain people's personal information such as medical records, even though they may not have direct contact alone with young people, be assessed in the same way as a YOUTH PROGRAM VOLUNTEER.
- 7.4 It is an RI requirement that the Chairs of all District Youth Committees even though they may not have direct contact alone with young people, are assessed as a YOUTH PROGRAM VOLUNTEER.
- 7.5 All other members / volunteers assisting in a RYP may be defined as a RESPONSIBLE ADULT:
- 7.5.1 A RESPONSIBLE ADULT is any adult who, in a family or group situation for a short period of time, is responsible for caring for a young person.
  - 7.5.2 The adult shall be in a position to offer the young person, guidance or an educational, cultural, or recreational experience.
  - 7.5.3 This adult will not have been police checked or formally reference checked because the experience or contact is such that there is virtually no opportunity for misconduct to occur.
  - 7.5.4 The person responsible for the youth / student (Parent / legal guardian) needs to be satisfied, in the same way a conscientious parent would be satisfied, that this adult is suitable for their own underage son or daughter to stay or associate with for a short period of time.
- 7.6 Wherever possible, it is desirable to have two or more RESPONSIBLE ADULTS together with a young person at any one time or more than one young person present.

## 8 Additional responsibilities

### 8.1 Transportation

Refers to the conveyance of young people by private transport.

It is important to recognize that the following guideline is given to assist Rotary clubs and volunteers when a young person is being transported in a vehicle with the driver only.

- Under these circumstances the driver will have undergone screening by way of a Volunteer Declaration.
- Where there is a driver and another adult person in the vehicle, each should have a WWC clearance as a minimum.
- The young person should occupy the rear seat of the vehicle
- It should be understood that these guidelines are for the benefit of both the young person and driver alike, and common sense should be applied in all circumstances.

## Travel

This definition excludes normal day to day local activities.

It is recommended practice that in the circumstances where there is just a young person and driver only in a vehicle that such transport is restricted to the immediate area of the community, and such person shall be a licensed driver with no less than one year's driving experience and has completed a Volunteer Declaration.

In the event that the journey is a tour, sightseeing, or the like, it is recommended that a third person or more be present.

## YEP Travel

Travel refers to Youth Exchange students' movements away from their usual hosted address.

All travel which is more than overnight, away from their usual address and outside the immediate area of the community, must be approved and authorized by all parties upon the completion of the relative "Travel Request Form". Interstate or overseas travel always requires authorization by the District Chair.

This definition excludes normal day to day local activities in accordance with inter district agreements.

- 8.2 Where Rotary is assisting in a child and youth program which is under the control of another organisation (such as a school, RYDA, NYSF), the protection requirements set out in this document still apply together with any additional requirement the other organisation may require.
- 8.3 Should a Rotary youth committee officially promote, select, and sponsor students for a program which is run by another organisation, e.g. the National Youth Science Forum, it is their responsibility to ensure the organisation has appropriate screening and safety procedures in place.
- 8.4 Should any person know or have a reasonable suspicion that a child has been abused, harassed, mistreated, or neglected, in a Rotary program, it is their legal obligation to notify all appropriate State and Territory authorities. It is not a requirement to have proof, or evidence as it is the role of state authorities to investigate.
- 8.5 Prior to the commencement of any Rotary project or activity an Insurance Pro Forma must be completed and forwarded to the District Insurance Officer for approval

## **9 Rotary Youth Exchange – specific risks**

- 9.1 RYE is a District program administered for clubs by the District Youth Exchange Committee. To participate in the YEP each District and Club must be RI "Certified"
- 9.2 The very nature of the Program has specific risk management requirements and RI Certification procedures must be strictly adhered to.
- 9.3 The RYE manual details these requirements

## **10 Reporting child and youth abuse**

### Reporting Guidelines:

Allegation Reporting Guidelines For use by all adults to whom a young person reports an incident of abuse or harassment. Any adult to whom a young person reports an incident of sexual abuse or harassment is responsible for following these Allegation Reporting Guidelines.

1. Report the matter to Police
  - a. Listen attentively and stay calm. Acknowledge that it takes a lot of courage to report abuse. It is appropriate to listen and be encouraging. Do not express shock, horror, or disbelief.

- b. Assure privacy but not confidentiality. Explain that you will have to tell someone about the abuse/harassment to make it stop and to ensure that it doesn't happen to other students.
- c. Get the facts, but don't interrogate. Ask the student questions that establish what was done and who did it. Reassure the young person that s/he did the right thing in telling you. Avoid asking 'why' questions. Remember your responsibility is to present the young person's to the proper authorities.
- d. Be non-judgmental and reassure the young person. Do not be critical of anything that has happened or anyone who may be involved. It is especially important not to blame or criticize the student. Assure the student that the situation was not their fault and that they were brave and mature to come to you.
- e. Record. Keep a written record of the conversation with the student as soon after the report as you can, including the date and time of the conversation. Use the young person's words, and record only what has been told to you.

*Report the matter to the DG who shall notify Rotary International within 72 hours*

2. Protect the young person. Ensure their safety and well-being. Remove the young person from the situation immediately and all contact with alleged abuser or harasser. Reassure them that this is for their own safety and is not a punishment.
3. Report to Appropriate Law Enforcement Authorities Immediately report all cases of sexual abuse or harassment to the appropriate law enforcement authorities first and then to the club and district leadership for investigation. In the case of YEP, the first Rotary contact is the Rotarian counsellor who has responsibility for seeking the advice of and interacting with appropriate agencies. If the allegation involves the conduct of the Rotarian counsellor, the district Youth Exchange chair should be contacted.
4. Avoid gossip and blame. Do not tell anyone about the report other than those required by the guidelines. Care must be taken to protect the rights of both the victim and the accused during the investigation.
5. Do not challenge the alleged offender, the adult to whom the young person reports must not contact the alleged offender. In cases of abuse, interrogation must be left entirely to law enforcement authorities. In cases of non-criminal harassment, the District Youth Protection Officer and District Governor are responsible for investigating and will be in contact with the alleged offender after the young person has been moved to a safe environment.
6. Follow-up. After reporting allegations to the Rotarian counsellor or District Youth Protection Officer follow up to make sure steps are being taken to address the situation.

## 11 Records

- 11.1 During the Rotary year the various people involved in RYPs who are required to complete and submit compliance forms as set down in the respective program's manual(s) do so (i.e. Rotary Youth exchange may have additional forms to be completed)
- 11.2 Volunteer Declaration forms must be securely stored in a district archive and made available only to people who are required to see them.
- 11.3 Copies of all declaration forms (Signed by President or District Chair) must be sent to the District for document retention purposes in a manner outlined to clubs (noting that District must have a process for storing the documents in perpetuity, as there is no statute of limitations for prosecutions in respect of youth sexual abuse offences).

Storage methodology must allow immediate access if required in the event of a review of an historical offence.

Consideration might be given to out sourcing electronic storage.

- 11.4 District Policies and procedures should be reviewed annually by the District Review Committee in accordance with Legislative, Rotary International and Insurer requirements.

## 12 Communication

- 12.1 The District and Clubs have an obligation to be proactive in its communication with young people within its programs about child safety and appropriate behaviour
- 12.2 In accordance with District Policy, the only person able to make comment to the media about any matter pertaining to Child Protection issues of the District is the District Governor. The District Governor will take advice from the District Youth Protection officer, and or the ZIPC in conjunction with Aon.
- 12.3 Media comment from an individual Rotary or Rotaract club is the responsibility of the President of that club. It is strongly recommended that Presidents seek advice and support from District Governor and District Child Protection officer before making comments to the media. Comments made by one club have significant potential to impact all clubs in the Rotary family.
- 12.4 All communications must not interfere with the rights of the young person, the natural justice owed to the accused person nor jeopardise any investigation by a relevant authority.

## 13 Response to an accused perpetrator

- 13.1 The club President or District Chair shall immediately withdraw the accused person from all active duty, which could entail standing down, re-assignment to other duties that do not have direct contact with young people, or to work under increased supervision while the matter is being investigated. (Note that it is not the young person that is withdrawn from a program).
- 13.2 The DG will also comply with any applicable reportable conduct schemes and ensure that a report the allegation to the appropriate external authority when required

## 14 Privacy and confidentiality

- 14.1 The Rotary District will collect, use, disclose, and hold personal information in accordance with the *Privacy Act 1988 (Cth)*.
- 14.2 There are two guiding principles in respect to a young person's privacy.
- a) First, the Rotary District will operate on the best interest's principle. All employees, members, directors, volunteers and contractors will do what they believe to be in the best interest of the young person. This principle supersedes all others.
  - b) Second, the Rotary District will respect a young person's confidentiality except in situations where it conflicts with the best interests' principle.
- 14.3 As much as is reasonably possible, an individual's confidentiality is to be protected. Both those who are making reports and those about whom accusations are being made are entitled to confidentiality.
- 14.4 Where there is suspected abuse or misconduct, employees, directors, volunteers and contractors must not disclose or make use of the information in a manner that breaches confidentiality, other than to report and act consistent with this Youth Protection Policy or Procedure and relevant legislative requirements

## 15 Compliance and review

- 15.1 A complaint is made (Post reporting to authorities)
- 15.1.1 In the event of a young person disclosing an incident of abuse to someone they trust it is essential that it is dealt with sensitively and professionally according to District procedure.

- 15.1.2 The District will appropriately investigate all allegations relating to an incident of abuse in accordance with its obligations and to the extent reasonably practicable. In some circumstances, it may be necessary for the District to continue a suspension of a member and defer conducting its own investigation until after an investigation conducted by authorities (e.g. the police).
- 15.1.3 The DG will, with advice from the District Review Committee (of which the District Youth Protection Officer shall be a member), the ZIPC in conjunction with Aon, and/or RI determine an appropriate method of investigation.
- 15.1.4 All people covered by the District Youth Protection Policy and Procedure must cooperate fully with any investigation by a Government Department, the police, RI or the District.
- 15.1.5 The outcome will depend on the findings of the investigation, but may include withdrawal from active district duty, re-assignment to duties with no contact with young people, increased supervision, recommendations to the Rotary club and / or Rotary International about whether the person remains a fit and proper person to hold Rotary membership.

16.2 Concerns held by the DYPO or DG but no complaint.

- 16.2.1 Where there are concerns held by the DG or DYPO, they may request the District Program Chair or Club president, that within 72 hours that they advise in writing:
  - 16.2.1.1 Details of any known incidences or concerns
  - 16.2.1.2 Evidence of club or district committee's compliance with the policy including volunteer declaration and screening checks
  - 16.2.1.3 Copies of a program risk assessment
  - 16.2.1.4 A compliance statement from the club President or program chair
- 16.2.2 In circumstances where this has not resulted in program adjustment or satisfactory compliance of a club the DG may raise concern with the ZIPC in conjunction with Aon, Rotary International and the insurers.
- 16.2.3. In a circumstance where there are unresolved concerns about a district program, the District Management Committee shall consider appropriate action.

**17 Additional Resources:**

- Rotary Code of Policies 41.070.18
- Rotary Youth Protection Guide (775EN16)
- Protecting Youth Program Participants – RI Online Training Module
- District Risk Management Policy
- District Insurance and Protection Officers
- Zone Insurance & Protection Committee
- Aon Risk Solutions



## Risk Management Specific to Youth Exchange Program (YEP)

### Volunteer Selection and Screening

(Rotary is subject to the requirements of the following regulators)

1. Australian State and Territory legislation requires that volunteers working with children shall provide evidence of a WWC (Working with Children) check.  
Some States also require a Volunteer Declaration.
2. Rotary International has a mandatory requirement that all Volunteers (as defined) who participate in the YEP, shall provide a Volunteer Declaration in addition to a WWC check in accordance with RCOP 41.070.18.
3. Rotary's Liability Insurer requires that youth program volunteers shall be screened and provide a Volunteer Declaration if alone with a young person.

Beyond what is required for Youth Exchange Certification, where RI has mandated specific screening measures, each District has the authority to determine its own screening however where inconsistencies exist between State Legislation, RI requirements and Insurer requirements, as a matter of best practice the highest denominator should take precedence.

#### **Definition of "Volunteer"**

Any adult involved with Rotary Youth Program activities that has direct interactions, either supervised or unsupervised, with youths/students.

Volunteers include, among others: club and district Youth Exchange officers and committee members; Rotarian Counsellors; Rotarians and non-Rotarians and their spouses and partners who host youths/students for activities or outings or who might drive students to events or functions; and host parents and other adult residents of the host home, including siblings and other family members. This person shall be screened and provide a Volunteer Declaration.

#### **Rotary Youth Volunteer Information and Declaration Form**

A Volunteer Declaration is an affidavit of suitability by an adult person wishing to participate in any Rotary program involving young people and is the centre plank of Rotary's screening process. This Affidavit or Declaration is a mandatory RI requirement for the YE Program.

#### **Recommendation**

As a general point of safety, it is encouraged that all activities involving youth/children should be conducted with a minimum of two (2) adults in attendance at any one time. Where practicable this should include when transporting youth/ children in a vehicle.

## Rotary Youth Volunteer Information and Declaration Form

(This form is mandatory for Volunteers  
Responsible Adults are exempt - refer definitions)

### Personal Details

Name		DOB / /	Email
Phone	Work	Home	Mobile
Address			Period at this address (years)
Occupation			Employer

### Program involvement

Which Youth programs will you be involved with, and what will your role or roles be?	
Past involvement with youth	

### Personal References (Only one referee may be a Rotarian and none may be family members)

1	Name	Email	
Phone	Work	Home	Mobile
2	Name	Email	
Phone	Work	Home	Mobile
3	Name	Email	
Phone	Work	Home	Mobile

### Police Check and Criminal History

Working with Children Card Number		Expiry Date	
<p>Have you ever been charged with or been found guilty of charges involving sexual, physical, or verbal abuse, including but not limited to domestic violence or intervention orders.</p> <p>If yes, please explain. Also indicate date(s) of incident(s) and the Country and State in which each occurred (attach a separate sheet, if needed).</p> <p>Charges that resulted in a diversion should be recorded, as should the final outcome of any intervention order applications that might have been made against you.</p>			<p>Yes ( )</p> <p>No ( )</p>

*I certify the following:*

- All statements and information given on this form are true and correct.
- I have contacted my referees and all are happy for \*Rotary to contact them
- I give my full permission for any of the referees listed above to be contacted by \*Rotary to confirm my suitability as a Youth Program Volunteer.
- I agree to abide unreservedly by \*Rotary's decision as to my suitability as a Youth Program Volunteer in \*Rotary programs.
- I acknowledge that (copies of) this form and the results of \*Rotary's enquires will be held by the manager of any program for which I volunteer and by the District.

\*For these purposes Rotary means the Rotary Club or District for which this form is submitted, and any other Club or District that conducts a Youth Program for which I volunteer either now or in the future.

**I have read and understood the above declaration and sign this form voluntarily.**

Applicant	Name	Signature	Date
Rotary Witness	Name	Signature	Date



## Definitions

### Volunteer

A Volunteer is any adult involved with **Rotary Youth Program** activities that has direct interactions either supervised or unsupervised with youths/students.

Volunteers include among others:

Club and district Youth Exchange officers and committee members, Rotarian Counsellors, Rotarians and non-Rotarians, their spouses and partners who host youth/students for activities or outings, or who might drive youth /students to events or functions; and host parents and other adult residents of the host home, including siblings and other family members.

This person will have been police checked or formally reference checked in accordance with the State or Territory legislation.

### Responsible Adult

A responsible adult is any adult who, in a family or group situation for a short period of time, is responsible for caring for a youth/student. This person shall be in a position to offer the youth/student an educational, cultural, or recreational experience.

This person will not have been police checked or formally reference checked, because either there was insufficient time to do so before the experience, or the experience is such that there is virtually no opportunity for misconduct to occur.

**(Any police check required by State or Territory legislation should be carried out)**

The youth/student's host family and/or club counsellor needs to be satisfied, in the same way a conscientious parent would be satisfied, that this person is suitable for their own underage son or daughter to stay with for a short period of time.

### Record of Referee contact by Club Authorised Officer

1 Name Referee	Contact Date
Comments	

2 Name Referee	Contact Date
Comments	

3 Name Referee	Contact Date
----------------	--------------

<b>Comments</b>	
-----------------	--

Name of Authorised Club Officer \_\_\_\_\_ Position \_\_\_\_\_

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
 Authorised Club Officer

Phone \_\_\_\_\_

<p>I _____ President, Rotary Club of _____</p> <p>_____</p> <p>verify that _____ has satisfactorily completed this Declaration, Referees have been contacted and Working With Children card is current. The club finds the applicant to be a suitable Volunteer.</p> <p>Signed _____ Date _____</p> <p>Phone _____</p>
--

**NOTES:**

**Background Checks and Criminal Record Checks**

Background Checks and Criminal Record Checks Background checks play a critical part in any youth protection policy because they deter potential offenders and deny known offenders access to the program.

Although many offenders have no criminal record and diligently avoid being caught by law enforcement, background checks may dissuade them from volunteering in a Youth Program.

Many youth-serving organizations require a criminal background check for all adult volunteers who work with youth, even for programs that don't involve unsupervised access to youth.

**Reference Checks**

Reference Checks Simply requesting references in the application is not sufficient.

Contact each reference by phone or in person, and ask a standard set of questions, such as:

- How long have you known this individual?
- In what capacity?
- Do you think this person is well qualified to work with youth?
- Would you have any reservations about recommending this person to serve in a Rotary Youth Program?

Record the date of the interview and responses to each question and keep this information with the volunteer's application.

## Rotary Youth Protection Incident Report

**Instructions:**

Complete the following report leaving no field blank. If a question does not apply to this situation, please enter "NA." Incident reports should be emailed to RI (email: [youthprotection@rotary.org](mailto:youthprotection@rotary.org)). After submitting the report, please continue to update staff as further information develops.

### REPORTER INFORMATION

<b>Reporter's Name:</b>	<b>Title/Role:</b>
<b>District:</b>	<b>Telephone(s):</b>
<b>Date &amp; time of report:</b>	<b>Email:</b>

### ALLEGED VICTIM INFORMATION

<b>Last Name:</b>	<b>First Name:</b>
<b>Date of Birth:</b>	<b>Citizenship:</b>
<i>If incident occurred during a Rotary Youth Exchange, please provide the program details listed below:</i>	
<b>Host District:</b>	<b>Host Club:</b>
<b>Sponsor District:</b>	<b>Sponsor Club:</b>
<b>Host Family Name &amp; Address:</b>	<b>Host Family Phone:</b>

### ALLEGED OFFENDER INFORMATION

<b>Last Name:</b>	<b>First Name:</b>
<b>Relationship to the youth named above:</b>	<b>Title/Role (if applicable):</b>
<b>Club name (if Rotarian):</b>	
<b>Other Parties Involved: (contact information)</b>	

### SUMMARY

<b>Date and time of incident:</b>	
<b>Location of incident:</b>	
<i>Please provide details of the incident:</i>	

### ACTION TAKEN

<i>Provide details on the action taken after the incident was reported to you/your organization:</i>			
Is the youth currently in a safe place?			
Has the alleged offender been removed from youth programs while the investigation is performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<i>Please list all individuals or organizations that have been informed of the alleged incident to date? (Example: districts, clubs, youth participant's legal guardians, district governor, youth protection officer, etc)</i>			
1.	4.		
2.	5.		
3.	6.		
Has the alleged incident been reported to local law enforcement? <i>If not, why?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Is local law enforcement investigating the allegation, or have any official charges been filed? <i>If so, please describe:</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Have any support services been offered to the youth? <i>If so, please describe the service/provider:</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

### FUTURE STEPS

<i>Provide details on any future action that you/your organization plan to take regarding this allegation:</i>			
Have you received any media inquiries regarding the allegation? <i>If so, please describe:</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

### UPDATE

<i>Provide any additional details or results of investigations relating to this incident since the initial report to RI:</i>
--

**Combined Rotary International Districts of Australia Sexual Abuse Incident Report**

*Insured Name*

<b>Rotary Club of</b>	
<b>Rotary District</b>	

*Reporters Contact Details*

<b>Name</b>	
<b>Address</b>	
<b>Email Address</b>	
<b>Phone Number</b>	

*When did the incident happen?*

<b>Date of Incident:</b>		<b>Time of Incident:</b>	
--------------------------	--	--------------------------	--

*Where did it happen?*

<b>Address/location of incident:</b>	
--------------------------------------	--

*Alleged Victim's Information:*

<b>Name:</b>			
<b>Description of Victim if name is unknown:</b>			
<b>Gender:</b>			
<b>Date of Birth:</b>		<b>Age:</b>	
<b>Address:</b>			
<b>Phone Number:</b>			

*Alleged Offender Information:*

<b>Name:</b>	
<b>Relationship to the Victim</b>	
<b>Rotary Club of (if Rotarian):</b>	
<b>Other Parties Involved:</b>	

**What happened?**

**Describe the incident and the immediate response of staff :**

*Incident details should be a brief factual account of the incident. Include who was involved; how, where and when the incident occurred; who is injured and the nature and extent of injuries (if applicable).*

*What actions have been taken?*

Please describe what actions have been taken to address safety risks and what will be done to prevent reoccurrence of the incident:

<b>Police contacted:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Time:</b>	<b>Date:</b>
<b>Police officer's name:</b>				<b>Phone Number:</b>
<b>Police investigation:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Date:</b>	
<b>Has the Victim been offered any support services? If so, please describe the service/ provider:</b>				
<b>Please list all individuals or organizations that have been informed of the alleged incident to date? (Example: districts, clubs, youth participant's legal guardians, district governor, youth protection officer, etc)</b>				

<i>Reporting person's name:</i>	
<i>Signed:</i>	
<i>Date</i>	

# One-off Event Liability Insurance Proposal (Sample Only)

(Application to be emailed to [oneunderwriting@aoneunderwriting.com.au](mailto:oneunderwriting@aoneunderwriting.com.au))

**One Underwriting**  
Short Period Event Liability Proposal Form

## Short Period Event Liability Proposal Form

### Broker or dealer details

Company   
Name   
Phone   
Email

This proposal must be completed in ink and signed and dated by such person (The Proposer) who must be of legal capacity and authorised by the Proposer to seek a quotation for Public and Products Insurance and any additional coverage that may be provided by the Insurer. Please answer every question fully, and state "NIL" or "NONE" as applicable. Incomplete answers may not be accepted and can delay quotation.

Please submit, with the proposal, all relevant information including Financial Report and Accounts, brochures, requested documents etc.

Should there be insufficient room in the Proposal Form for full details, please attach further information on signed and dated sheets, wherever possible following the same format and paragraph number.

It is the duty of the Proposer to disclose all material facts to Insurers. Where this is omitted, the Insurers may avoid their obligation under the Policy.

For the purpose of the Proposal and for all purposes relating to any policy issued pursuant to this Proposal, a 'material fact' shall be deemed to be one that would be likely to influence an Insurer's judgement and acceptance of your Proposal.

Upon acceptance of the Insurers' terms and conditions and payment of the premium, all information provided by the Proposer together with the guidance notes will be deemed to be incorporated in the contract between Insurers and the Proposer

**Copies of the Proposal Forms should be retained for your own records.**

### Proposer Details

Full name of the Organiser/Promoter

Is the organiser a member of any Industry Associations?

Yes  No

Please provide details:

Organiser experience:

Years

Months

Phone

Fax

Email

Has the insured had any insurance contracts denied, cancelled or been subject to special conditions in the past, or been charged or convicted of any criminal offence other than driving offences?

Yes  No

If yes, please provide details

### Event Information

If the event will take place at more than one location, please complete this section for each location on a separate sheet and attach to this completed form.

Contact person

Name of event

Date (include set-up and dismantle)

to

Hours of event

am/pm

to  am/pm

Event location

Type of event

Indoors

Outdoors

Number of performances

How many times has this event been held before?

**one**  
UNDERWRITING



# Event Cancellation Proposal Form (Sample Only)

(Application to be sent [entertainment@aon.com.au](mailto:entertainment@aon.com.au))

Event Cancellation Insurance | 

## Duty of Disclosure

Before you enter into a contract of general or life insurance with an Underwriter you have a duty, under the Insurance Contracts Act, 1984, to disclose to the Underwriter every matter that you know, or could reasonably be expected to know, is relevant to the Underwriter's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose these matters to the Underwriter before you renew, extend vary or reinstate this contract of general insurance. Your duty, however does not require disclosure of any matter:

- that diminishes the Underwriter's risk
- that is of common knowledge
- that the Underwriter knows, or in the ordinary course of business, should know
- as to which compliance with your duty of disclosure is waived by the Underwriter.

## Non-Disclosure

If you fail to comply with your duty of disclosure the Underwriter may be entitled to reduce the liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the Underwriter may also have the option of avoiding the contract from its beginning.

## Subrogation

If you have entered into an agreement with another party which prevents the Insurer from taking a recovery action for compensation from that party it may affect your right to cover under this Policy. Should you now be a party to such an agreement or be requested to enter such an agreement in the future please advise this office in writing.

## Contact Details

Insured Name

*Insured Name is the Legal entity to be insured (e.g. John Smith, ABC Pty Ltd, J & G Smith T/as ..., ABC Organising Committee, etc)*

Person to contact

Email

Postal address

State

Post Code

Phone No.

Fax No.

Website

## Cancellation, Abandonment, Postponement or Interruption

1. Title or Name of event(s) or performance(s) to be insured:

2. Date(s), name of venue(s) and address(es) of event(s):


3. Are the event(s) held:

Indoors

Outdoors

Under canvas

4. Will adverse weather conditions preclude the fulfilment of the event(s)?

Yes  No

5. Construction of the Venue(s):

6. Will the stage and all electrical equipment be protected from rain? Please provide details below:-

Yes

No

# CLAIMS PROCEDURES

## General

This section is designed to provide assistance in procedures to be followed in the event of any incident that might give rise to a claim occurring under any of your insurance policies.

### What to do in the event of a claim?

#### Under No Circumstances Must Liability Be Admitted Either Verbally or In Writing.

Upon the happening of any incident likely to give rise to a claim, the following points must be noted:

1. All reasonable steps should be taken following an accident or loss to protect the person from any further injury.
2. Advice must be forwarded to Aon, together with originals of all correspondence received from a third party and any other supporting documentation (e.g. incident report)
3. Where an Incident Report is to be completed, bear in mind the following:
  - Be Discreet** – Do not complete the Incident Report in front of the injured person. This may signal that an insurance claim may be possible.
  - Be Specific** – Remember, the report you write may be forwarded to your insurer for assessment and evaluation purposes and may be admitted as evidence in court. Be specific and comprehensive in your details.
  - Provide Full Details** – Detail (no matter how trivial it may seem at the time), is the most essential component of your Report. In most instances, if the claim ever reaches a court of law, it may be several years down the track. Nobody will remember the specifics unless you write them down at the time of the Report.
4. No correspondence should be entered into with a third party except acknowledgement of receipt of the claim. The acknowledgement letter should read as follows:
  - "Without Prejudice"**  
We acknowledge receipt of your correspondence concerning an incident at [Location]. This is receiving our attention.
5. Do not give any interview or make a statement to a Loss Adjuster or other person investigating any accident or damage unless such person is acting on behalf of your insurer.

## Industrial Special Risks

### Property (Material) Damage

Generally, such claims relate to loss or damage to your property which may involve events such as fire, storm, explosion, flood, theft/burglary, malicious damage, etc.

Where there has been loss or damage to your property:

1. Take all reasonable steps to protect property from any further loss or damage.
2. Call the Police or other Emergency Services as required. Any loss by theft or wilful or malicious damage should immediately be reported to the nearest Police Station and details of the attending Police noted.
3. If you suspect that the loss or damage may exceed the policy deductible, notify Aon immediately of the details of the claim (e.g. description of incident, amount of loss, etc.). Aon will then provide further instructions on how to handle the claim.
4. Where required, complete a Claim Form and all claims documents as soon as possible after the occurrence whilst memory of the incident is still fresh in the minds of all concerned.
5. Ensure full cooperation with the Loss Adjuster appointed by your underwriter.

## Business Interruption (BI)

This section relates to the consequential loss of profits that may occur as a result of a material damage loss, covered under the Industrial Special Risks policy.

In the event of a loss, the following steps should be taken:

1. Inform Aon of a potential BI Loss.
2. Meet with Aon Risk Accounting to understand your policy entitlement. Particularly whether the policy will respond to cover all losses including subsequent expenditure incurred to mitigate loss or restore normal business.
3. Consider appointing Aon Risk Accounting to represent your interests in:
  - a) Estimating loss,
  - b) Exploring appropriate loss mitigation initiatives,
  - c) Establish a plan to prepare claims for the purpose of restoring cash flow,
  - d) Assist in managing and responding to requests raised by the underwriter's appointed Loss Adjuster,
  - e) Collate necessary information required by the Loss Adjuster
  - f) Set up separate ledger accounts to capture all additional costs
  - g) Copy all related invoices and create separate files for the purpose of substantiating any claim.
  - h) Inform all sales staff to record details of sales orders placed which cannot be met due to interruption
  - i) Do all things reasonably practicable to minimise interruption to business.

## Motor Vehicle Fleet Claims Reporting

**Rotary Districts of Australia** motor vehicles are covered by a group Motor Vehicle Fleet Insurance underwritten by Vero Insurance Limited.

In the event of the unfortunate circumstance that your motor vehicle is damaged or stolen please contact Vero Claims **First Response Unit** on **1800 222 043** and advise the operator that you are driving a vehicle covered by policy number **MSL013261069**

This can be done at the scene of the accident if you have a mobile phone. It will take approximately 10 minutes and the operator will talk you through the claim and take all details. They will also manage the repair process and expedite settlement of your claim and arrange a Contact Relationship Plan.

The **First Response Unit** is open to take calls 24 hours a day/7 days a week. If you do not make the call from accident scene, make it as soon as possible thereafter. **If this is completed straight away it will not be necessary to complete any further claim forms.**

### AT THE SCENE OF THE ACCIDENT:

1. Ensure your safety, the safety of others and of the vehicle(s) and belongings.
2. **DO NOT ADMIT ANY LIABILITY.**
3. Comply with Police reporting requirements.
4. If another vehicle(s) or other person(s) property is involved, obtain:
  - (i) The **owner's** names, address and telephone number.
  - (ii) The **driver's** name, address, telephone number and if applicable license number.
  - (iii) The name of the owner's insurance company.
  - (iv) The make, type and registration number of the vehicle(s).
  - (v) The name and address of any witnesses and who they will be a witness for.
5. As soon as possible contact your superior and advise them of the accident and the action you have taken.

## Claims Made Policies

This section provides guidance on the procedure for notifying a claim or circumstances that might give rise to a claim under “Claims Made” policies.

The following policies are generally underwritten on a “Claims Made” basis:

- Association / Management Liability
- Directors’ and Officers’ Liability/Company Reimbursement Insurance,
- Professional Indemnity Insurance,
- Crime/Fidelity Insurance,
- Trustees’ Liability Insurance,
- Employment Practices Liability Insurance.

The trigger of “claims made” policies is the date an Insured or its representative first becomes aware that a potential claim may be made as a result of an alleged breach or an alleged error or omission.

This is different from other policies (e.g. General Liability, Property) which operate on an “occurrence” basis where the trigger is the date on which the incident giving rise to the claim occurred.

“Claims Made” policies typically contain an exclusion which provides that the policy will not cover claims where the claim or circumstance was known to the Insured prior to the inception of the policy.

Such policies also require that the claim or circumstances which may give rise to a claim in the future, be notified to the underwriter within the currency of the policy, as a pre-condition to indemnity.

In effect (and subject to Section 54 of the Insurance Contracts Act), there is no cover for anything known before the policy period or for anything which is known to the Insured during the policy period but not notified to underwriter during the policy period.

Aon strongly recommends that all facts and/or known circumstances that may have the potential to give rise to a claim in the future be notified within the current period of insurance.

### Notifiable Matters

The following provides a practical guide as to notifiable matters:

- Claims:
  - civil proceedings or written demand against the Company and/or individual insured seeking damages e.g. letter of demand alleging breach of employment practices duty,
  - criminal proceedings against the Company and/or an individual insured e.g. charge of breach of Occupational Health & Safety Act,
  - administrative or regulatory proceedings e.g. notice of proceedings for breach of Corporations Law regulations.
- Circumstances:
  - awareness of conduct which may give rise to civil proceedings e.g. through allegations of breach of employment practices,
  - awareness of conduct which may have breached laws, and which may result in criminal proceedings against an Insured and its representatives,
  - awareness of a breach of regulations which may give rise to administrative or regulatory proceedings.
- Securities Claim:
  - written demand against the Insured seeking damages, e.g. alleging inadequate disclosure in a company document.
- Representation at investigations and examinations:
  - receipt of notice (written or oral) that a representative of the Company and/or individual Insured is required to attend or appear at an official investigation, examination or inquiry into the affairs of the Company.

## Notification Procedure

When a Rotarian or officer becomes aware of a potential Claim or Circumstances:

1. Immediately advise the responsible staff member or department so that appropriate notification can be given to Aon.
2. Information forming part of the initial notification:
  - a. brief synopsis or overview of the facts,
  - b. intended course of action contemplated by the Insured in establishing the exposure of any Insured Person and/or the Company in terms of liability and quantum,
  - c. any additional information available in support of notification.
3. When dealing with an initial complaint or potential claim, it is imperative that the Insured and/or its Representatives does not admit liability and does not make any offer of settlement nor incur defence costs without seeking prior approval and consent from underwriter(s). To do so could be construed as a failure to comply with policy conditions and has the potential to prejudice Insured's position under the relevant policies.
4. Complete underwriter's Claim Forms where required.

## Personal Accident & Travel

### In the event of an Emergency:

Using reverse charges call the Chubb Assistance number on your card and advise the following:

- Name
- Policy Name
- Policy Number **04PO003900**
- Contact Number
- Nature of Assistance Required

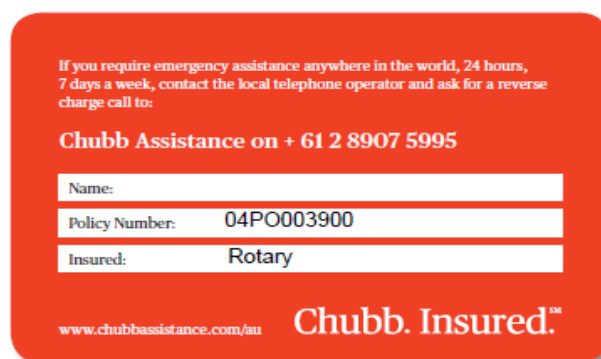
The telephone number to call is:

**Australia: +61 2 8907 5995**

(Reverse Charges accepted)

The website address is:

**[www.chubbassistance.com/au](http://www.chubbassistance.com/au)**



Emergency assistance may include one or more of the following services but only if they are considered necessary and organised by your underwriter's Emergency Assistance service:

- repatriation by the most appropriate method including, if necessary, the use of air services. Repatriation will be to the most suitable hospital or to the Insured Person's home address,

- payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany an Insured Person,
- payment of other emergency assistance expenses,
- worldwide 24-hour telephone access,
- emergency travel assistance,
- emergency medical evacuation,
- medically supervised repatriation,
- assistance in replacing a lost or stolen passport,
- legal assistance,
- interpreter access and referral,
- compassionate visit if travelling alone and hospitalised for more than a week,
- assistance in tracing delayed or lost luggage, and
- payment of approved medical services by claims process or redirection of hospital accounts.

### All Other Claims (Non-Emergencies)

- Where there has been loss or theft/burglary of luggage, personal effects, travel documents, laptop computers, money and credit cards, report the loss to the local police or responsible officer of any airline or vessel on which you are travelling. A copy of the police report or the airline's acknowledgment and their reply for compensation must be retained and forwarded to your underwriter.
- Complete the Corporate Travel Claim Form and attach additional supporting documentation such as:
  - quotes for replacement baggage,
  - overseas medical invoices,
  - invoices/receipts for emergency purchases of clothing etc.
  - documentation to support curtailed travel due to illness (e.g. doctors certificate and travel invoices to verify amount claimed),
  - confirmation from airline, hotel and/or police if items are lost or stolen.
- Forward the completed Claim Form, together with all supporting documentation directly to the insurer ([A&HClaims.AU@chubb.com](mailto:A&HClaims.AU@chubb.com)) together with a short covering summary outlining brief circumstances of the claim.

## Travel – Youth Exchange Program – Long Term Trips

### How do I make a claim?

#### For Emergencies

In the event of an emergency requiring immediate attention - contacts Chubb Assistance on the telephone number provided below and supply the following information:

1. **Your Name:**
2. **Your Policy Number: 04PP005604**
3. **Your contact Number or Email Address:**
4. **Nature of assistance required:**

### Emergency Procedure

#### Note:

*If you believe you will need assistance, inform Chubb Assistance **PROMPTLY**. Do not try to solve the problem without involving Chubb Assistance as this may prejudice your right to claim assistance or reimbursement.*

### Chubb Emergency Assistance

*(When dialling the Emergency Number please insert appropriate Country Code dialling outside country of assistance)*

**Australia - Telephone 61 2 8907 5995**  
(Reverse Charges accepted)

## For all claims

All claims should be forwarded to the District Insurance Officer. The following documents are required:

- Claim form that is completed in full including a detailed description of the accident/condition.
- Quotes for replacement baggage
- overseas medical invoices,
- invoices/receipts for emergency purchases of clothing etc.,
- documentation to support curtailed travel due to illness (e.g. doctors certificate and travel invoices to verify amount claimed) Copies of all doctors' notes and medical advice received.
- Any other relevant documents relating to the claim.
- Where there has been loss or theft/burglary of luggage, personal effects, travel documents, laptop computers, money and credit cards, report the loss to the local police or responsible officer of any airline or vessel on which you are travelling. A copy of the police report or the airline's acknowledgment and their reply for compensation must be retained and forwarded with your claim.

### **Please note:**

***All theft/lost baggage claims must be accompanied by either a Police/local authority report or notification from the transport carrier.***

## **“Important”**

On no account must liability be admitted to any third parties and in the event if any summons, demand for payment, or communication from a third party, these must be forwarded immediately to the District Insurance Office for immediate onward transmission to Aon Risk Services. Claims can also be directed via your parents or guardian.

# IMPORTANT NOTICES

**As your insurance advisor, we want to draw your attention to certain important matters that relate to your insurance.**

## General Advice Warning

Any information provided about this policy is general in nature and does not take into account your particular objectives, financial situation and needs. Before making a decision, you should carefully consider all information provided to you including the policy wording and comparative table of coverage terms (where provided).

## Duty of Disclosure

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact your Aon Client Manager.

## Non-disclosure

If you do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

## Changes of circumstances must be notified

It is also important that you advise us of any changes to your business or circumstances (including location change, changes in size or value, increase in number of premises/ sites owned or occupied, or nature of business activities) that may occur once you have arranged the insurance so that we can take the necessary steps to make sure that you are adequately insured. A failure to advise the insurer of such changes may prejudice your cover.

## Understanding your policy terms and conditions

Please carefully review all documents we give you (including policies and endorsements) containing the terms of your cover (including applicable limits, sub-limits and deductibles and your obligations) to ensure that the cover suits your needs and so you understand and comply with your obligations under your policies. Failure to do this may result in uninsured losses. Please advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.

## Interest of other parties

Your policy may exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy.

Generally, the safest course is always to have all interests in all property insured noted on each policy. If anyone other than you has an interest in property you are insuring, please let us know.

## Utmost good faith

Every contract of insurance is based on the principle of utmost good faith, requiring each party to act towards the other party in respect of any matter arising under the contract, with the utmost good faith. If you fail to do so, you may prejudice your rights under the policy and in particular, any claim. This requirement also applies to third party beneficiaries after the policy is entered into.

## Privacy

Aon is committed to protecting your personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). We collect, use and disclose personal information to offer, promote, provide, manage and administer the many financial services and products we and our group of companies are involved in as set out in the Aon Privacy Notice. In order to do this, we may also share your information with other persons or entities who assist us in providing or promoting our services as set out in the Aon Privacy Notice. Further information about our privacy practices can be located in the Aon Australia Group Privacy Policy Statement which can be viewed on our website at [www.aon.com.au](http://www.aon.com.au) or a copy can be sent to you on request by your Aon representative.

You may also gain access to your personal information, or modify your privacy preferences, by contacting your Aon representative or our Privacy Officer at:

Privacy Officer –

By email: [privacyofficer@aon.com.au](mailto:privacyofficer@aon.com.au)

By mail: Level 33, 201 Kent Street Sydney NSW 2000

By phone: (02) 9253 7000

## Other

Where your policy contains the following terms and conditions, the following apply:

## Claims Made

This means that the policy responds to claims first made against you and notified to the insurer in writing during the period of insurance, provided that the originating act or omission occurred after the retroactive date. Where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts, but before the expiry of the period of insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance.



Directors' and Officers' Liability, Comprehensive Crime, Professional Indemnity, Superannuation Trustees' Liability policies, Molestation sections and some other liability policies are written on a "Claims Made" basis.

### **Occurrence Basis**

This means that the policy responds to claims on the basis of when the incident occurred or when the injury or damage manifested itself, not when the claim itself was received.

Combined General Liability, Industrial Special Risks, Travel, Aviation, Contract Works, Marine policies and some other policies are written on an occurrence basis.

### **Average or co-insurance**

Property policies and some other policies contain an "average" (sometimes called "co-insurance") clause. This applies if the sum insured of your policy does not cover the full cost of your loss, your claim may be reduced in proportion to the amount of this under insurance. If you do not want average to apply, you must ensure that the level of your insurance is adequate whenever you take out or renew a policy. An average clause may be based on:

- replacement value (i.e. "new for old") in which case you must ensure that your sum insured represents the full cost of replacing the insured property with new property; or
- indemnity value (i.e. "replacement to a similar condition") in which case you must ensure that your sum insured represents the cost of replacing the insured property, taking into account any depreciation.

### **Non Admission of Liability & Subrogation**

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have admitted liability or prejudiced the insurer's rights of subrogation. This may occur where you are a party to an agreement which excludes or limits an insurer's rights to recover the loss from another party.

### **Retroactive Date**

If the policy has a retroactive date, the policy coverage is limited to acts and omissions that occur or are alleged to have been committed on or after that date. For example, if you have a retroactive date of 1 July 2016, the policy will not cover a claim arising from acts or omission occurring prior to that date. Please ensure that the retroactive date you select is sufficient and that you have no uncovered periods.

### **Financial Services Guide**

Please take the time to read our Financial Services Guide carefully as it contains some very important information about the products and services Aon Risk Services Australia Limited provides. It also explains how we and our representatives may be remunerated and contains details of how we manage conflicts of interest and information about our complaints process.

### **Retention of remuneration**

Please note that we treat our remuneration as fully earned when we issue you with a tax invoice. You agree that we may retain all our commission, fees and other remuneration in full in the event of any mid-term cancellation of a policy or future downward adjustment of premium. You also agree that the insurer and Aon may offset such remuneration from any premium refund you are entitled to.

### **Waiver of rights**

Some policies contain a clause which limits or excludes claims where the insured has limited its rights to recover a loss from another party in circumstances where that other party is responsible for the loss. For example, this may happen where you have entered into a contract which limits the liability which the other contracting party would have been under in the absence of the contract. If you have entered into, or propose to enter into a contract which might limit your right against another contracting person, please let us know immediately.

### **Sanctions**

Aon will not be liable under this Policy to provide indemnity in respect of any payment for or in connection with any Loss or part thereof in respect of any transaction where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or the United States of America.

### **Regular Review of Sums Insured/Declared Values**

It is very important that you regularly review the sums insured and/or declared values for assets covered by your insurance policies to ensure that, if you suffer a loss, you receive adequate compensation. Products such as Property Insurance often provide for settlement on a "replacement" or "reinstatement" basis. You need to make sure that sums insured and/or declared values are sufficiently increased over time to ensure that they accurately reflect the estimated replacement or reinstatement costs which might be incurred as a result of the loss. The sum insured/declared value of each insured asset should be calculated on the estimated replacement cost (new for old) including the cost for removal of debris and any additional costs that may be required to replace the damaged property. This also prevents the Insurer from penalising you for not adequately insuring the property.

Conversely, products such as motor vehicle policies commonly insure vehicles on the basis of "the sum insured or market value, whichever is the lesser". This means that the sums insured and/or declared values of any vehicles or other assets which depreciate over time should be appropriately reduced to reflect its current value. This also ensures that you are paying the appropriate premium for insuring the asset.

If you have any questions about this, please speak with your Aon representative.