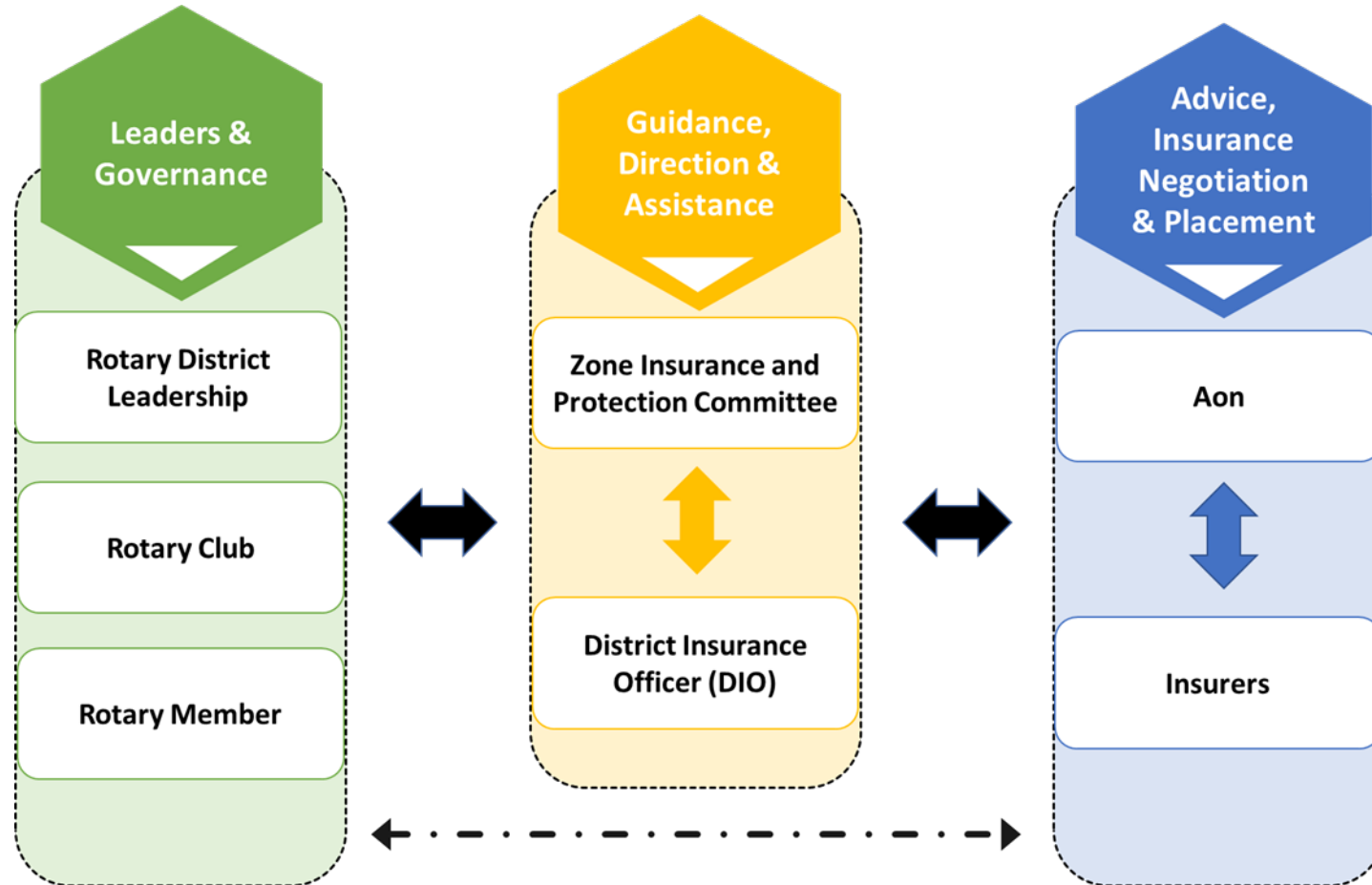


Insurance for President Elect

Training 2020

Risk Management and Insurance Program Inquiries



Basic Checklist of an Event

Is this a Rotary Event?	YES/NO
What is Rotary's role & responsibility in this event?	
Are you the organiser of this event?	YES/NO
Does the event present any unique or high risk activities?	YES/NO
Is there evidence the Club is aware of their responsibilities in regards to:	
• Risk Management	YES/NO
• Contractual Liability e.g. Hold Harmless or request for unreasonable indemnity & insurance requirements.	YES/NO
• Compliance with legislation as a minimum Workplace, Health & Safety and Food Handling.	YES/NO
Should a General Release and Indemnity be used?	YES/NO
Should Youth Volunteer Information and Declaration Forms be used?	YES/NO
Should I refer this to Aon for confirmation of Insurance coverage from our Insurers?	YES/NO

Risk Management Principles What is Risk Management

What is risk management?

Risk management is the forecasting and evaluation of risks together with the identification of procedures to avoid or minimise their impact.

- Use of the - A guide for Clubs
- Completion of the Insurance Pro Forma
- Basic Risk Assessment Checklist
- Use of the Risk Management Form & Checklist

- Importance to not accept unfavourable Insurance and Indemnity Conditions that form part of Terms and Conditions for the use of:
 - ✓ Local Government facilities such as Parks, Halls and Beaches (ANZAC Day)
 - ✓ Commercial facilities such as Conference Centres or Halls

- General Release and Indemnity – Participants in such events as:
 - ✓ Bicycle Rides
 - ✓ Golf Days

- Stallholder Release and Indemnity
- Offering cover under the Rotary Insurance Program to other entities or bodies is strictly prohibited

Risk Management Documentation

- Insurance Pro Forma
- Risk Management Form
- Risk Management Checklist / Assessment
- General Release and Indemnity
- Youth Protection Compliance Requirements
- Youth Volunteer Information and Declaration Form
- Stallholder Release and Indemnity
- Travel Insurance Authorisation Form

Public & Products Liability Insurance



Limits of Liability

- Public & Products - \$50,000,000 any one occurrence and in the aggregate in respect of Products Liability
- Molestation cover is sub-limited to \$2,000,000 any one claim and in the aggregate any one policy period except Victoria which is \$5,000,000
- Statutory Liability cover is sub-limited to \$1,000,000 any one claim and in the aggregate any one policy period.

Deductibles

- \$25,000 per Sexual Abuse/Molestation claim
- \$1,000 all other

Named Insured

Offering cover under Rotary Insurance Program to other entities, groups or bodies is strictly prohibited and not covered by the Insurance Program.

Rotary Australia Sexual Abuse/Molestation Excess Fund Overview

Association Liability



Professional Liability

Covers Rotary 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.

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.

Association Liability

Covers all Loss which arises from a Claim made or commenced against Rotary

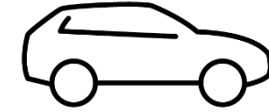
Employment Practices Liability (Association Cover)

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

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 rotary funds

Motor Vehicle Fleet Insurance



- **Importance of completing Motor Vehicle Schedule as part of the Insurance Renewal Declaration**

Separate declaration required for:

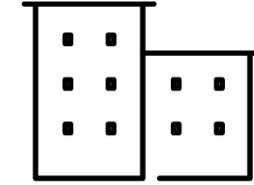
- Trailers or Caravans that require a sum insured of greater than \$10,000, Current Market Value
- Sedans, Vans, 4WD, Tractors, Mini-Buses, Utilities and the like
- Premium applies per vehicle
- Note cover is **not Automatic**

Deductibles

- \$500 each an every claim (\$1,000 whilst on hire)



Industrial Special Risks Insurance – Property



Limits of Liability

- Section 1 – Material Loss or Damage - \$500,000
- Section 2 – Consequential Loss - \$25,000 (Increased cost of working)

Note: Replacement & Reinstatement applies

Declaration of Assets to be Insured

- Declared Values – Automatic Coverage - \$50,000 per Club without declaration
- Properties (Building & Contents) Over \$50,000 declaration required
- No cover for loss of income/rental

Deductibles

- \$10,000 Named Cyclones
- \$1,500 all other claims



Cyber Insurance



What does it cover?

- Business interruption loss due to a network security failure or attack, human errors, or programming errors
- Data loss and restoration including decontamination and recovery
- Incident response and investigation costs, supported by a 24/7 multilingual incident reporting hotline and on-demand vendors
- Delay, disruption, and acceleration costs from a business interruption event
- Crisis communications and reputational mitigation expenses
- Liability arising from failure to maintain confidentiality of data
- Liability arising from unauthorised use of your network
- Online media liability
- Regulatory investigations expenses

Limits of Liability

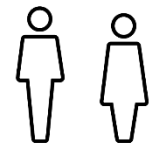
First Party Limit - \$1,000,000

Third Party Limit - \$1,000,000

Excess – principally - \$2,500

Case Study

Personal Accident - Volunteers



The policy covers any Rotarians who are working as volunteers with local authorities or any non-Rotarian organisations, for example Salvation Army.

For an event organised by a Rotary Club in your District, the Insurance Proforma is required and the appropriate risk management process is done.

Due care should always be taken within what is reasonably able to be done to ensure the health and safety of Volunteers, which take into account some of the following:

- the type of work undertaken – the level of skill and qualification required
- the nature of the **risks** associated with that work and the likelihood of injury or illness occurring
- what can be done to eliminate or minimise those **risks**, and
- the location or environment where the work is carried out.
- observe and follow local and state legislation and any other statutory requirements

The Insurance Program will also extend to cover those Volunteers who are not Rotarians but will be assisting in connection with a “Rotary organised activity”, in other words if it is not a Rotary event there is no cover for the non Rotarian Volunteer.

Volunteers who are working and have no connection with Rotary should seek insurance cover through their own organisations.

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 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 [spouses, de factos and partners and dependant children are covered](#).

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.

Stallholders Liability Insurance



- Delivers affordable, hassle free Public & Products Liability Insurance
- Available for all events where goods are sold – Markets, Swap Meets, Car Boot Sales, Clearance Sales etc.
- \$6 per stall / seller – **EXCLUSIVELY** for Rotary
- No proposal forms except the per Market Declaration
- Premium can be collected per Market / Sale Day on the Day
- **Annual Policy** can be arranged per District
- Risk Mitigation for Rotary
- New coverage summary / flyer
- Requirement to give each stallholder a copy of the flyer
- Requirement to record details of each Stallholders / Seller – This is a **MANDATORY** requirement.
- Expectation from QBE – Rotary’s Public Liability Insurer that evidence from ALL Stallholders / Seller/ Performer Public Liability Insurance is obtained.

Excluded Activities

- Rodeos
- Amusement Rides including Jumping Castles
- Trains or railways other than model railways used for amusement rides
- Animal rides
- Regular child care services
- Martial arts activities comprising but not limited to teaching, training, trials, contests, displays and/or competitions
- Firearm activities (including hunting) comprising of but not limited to teaching, training, trials, contests, displays and/or competitions.
- Driving school and instruction
- Agreeing to insure other party's property, motor vehicles or the like



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 the DIO, together with 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 any statement to a Loss Adjuster or other person investigating any accident or damage unless such person is acting on behalf of your insurer.

Youth Protection Compliance Requirements

To conduct a Rotary activity that involves young people, Rotary International requires certain procedures.

Each state and territory also imposes responsibilities on organisations working with young people.

In the event that the activity allows for “one on one” contact, or the adult person is alone with a young person for a period of time, that person must be screened. The screening process requires the “Volunteer” adult person to provide a Volunteer Declaration.

“Rotary Youth Volunteer Information and Declaration” includes the following 3 elements:

- 1) Names of three Referees (To establish suitability)
- 2) Criminal history check (Declaration to establish eligibility)
- 3) Working with Children Card (State & Territory Legislation)

Please Note = A Working With Children Card only is insufficient without completion of steps 1&2

Reference should be made to the District Protection Policy for the definition of a “Volunteer”

Clubs that participate in any Rotary activity or Program involving young people shall:

- Appoint a Club Protection Officer
- Maintain a Register of Volunteer Declarations
- Provide copies of all Declarations to the District for document retention
- Complete and return the annual Club Insurance and Protection Declaration to the DIO
- Assign one club meeting per year for information and training
- Clubs who host or sponsor YEP students must be “Certified”