



Risk Management and Insurance

Club Handbook

August 2022

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

1. Complete an **Insurance Pro Forma & Risk Management Forms** prior to the commencement of any Event or Project and submit to the DIO for approval
2. A Disclaimer-Release and Indemnity is required to participate in **any sport, game, match, race, practice, training course, trial contest or competition** organised by the club.
3. Vendors, Stallholders 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 33*)
7. Complete and return annual **Club Insurance & Compliance Declaration Form** asap but no later than the date specified (*your DIO will provide the questionnaire to you for completion*)

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 (including conducting a basic name search online) 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 gender 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 psychological 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.

NATIONAL INSURANCE PROGRAM SUMMARY

Period of Insurance: From 4:00pm on 30 June 2022 to 4:00pm on 30 June 2023

Policy Type	Insurer	Limits / Deductibles	
Industrial Special Risks	Chubb Insurance	Limits:	Combined Section 1 & 2 Limits:
			Up to \$50,000 \$250,000 Over \$50,000 and under \$500,000 \$1,000,000 Over \$500,000 \$5,000,000
		Deductible(s):	Earthquake \$20,000 / 1% Named Cyclone \$10,000 All Others \$1,500
Public & Products Liability	QBE Insurance	Limit:	\$50,000,000
		Sub Limit:	Sexual Abuse AUS \$2,000,000 except Victoria which is \$5,000,000, \$1,000,000 Papua New Guinea, Solomon Islands, East Timor and Nauru.
		Deductible(s):	\$50,000 for Sexual Abuse Claims \$100,000 Sexual Abuse – Known Perpetrator Claims \$1,000 All other claims
Personal Accident/Travel	Chubb Insurance	Death & Capital Benefits:	\$250,000
		Policy Limits:	Various
		Aggregate Limit:	\$10,000,000
		Deductible(s):	7 days in respect of Weekly Benefits. \$250 Electronic Equipment Nil all other claims.
Association Liability	CGU Insurance	Limit:	\$10,000,000 any one claim \$20,000,000 in the aggregate Crime / Fidelity Limit \$200,000
		Deductible(s):	Nil excess other than \$2,000 for Employee Fraud or Dishonesty and Superannuation Trustees Liability
Motor Vehicle	Vero Insurance	Limit of Liability:	Blanket Cover: Trailers/BBQ Trailers/Food Vans/Caravans up to sum insured of \$9,999
			Section 1: Own Damage Market Value or Sum Insured as noted on the Schedule
			Additional Vehicles Limit: \$500,000 any one vehicle whichever is the lesser
		Deductible(s):	\$500 (\$1,000 whilst unit hired out)
Cyber Liability	Chubb Insurance	Policy Limits:	Various
		Deductible(s):	\$10,000 any one claim

Policy Type	Insurer	Limits / Deductibles
Marine Transit * (Export & Inland)	NTI Limited	Goods consisting of: Bicycles, Hospital Beds, Dentists Chairs, Furniture, Books, Charitable Merchandise, Clothing and Blankets, Household Goods/Personal Property, Recycled Playgrounds
		Export - Limit of Liability \$100,000
		Inland - Limit of Liability \$100,000
		Goods consisting of: General Building Materials (Excluding Tiles/stone benchtops/solar panels)
		Export - Limit of Liability \$4,000
		Inland - Limit of Liability \$3,000
		Goods consisting of: Used X-ray machines, Ultrasound machines, hospital beds, gloves, gowns, bandages and the like
		Export - Limit of Liability \$10,000
		Deductible(s): \$250 all claims

* The Marine Transit Policy provides cover for Inland and Export transits of Donations in Kind consisting of goods such as Bicycles, Hospital Beds, Dentists Chairs, Used X-ray and Ultrasound machines, Furniture, Books, Charitable Merchandise, Clothing, and Blankets, Household Goods/Personal Property, Recycled Playgrounds and Building Material (excluding tiles/stone benchtops/solar panels as the Property In Transit cover in the ISR policy is for when you are moving premises and will only apply during the incidental movement of such property within Situations occupied by the Insured and is not for shipping of DIK and/or other goods.

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 except where the legal entity in its own right controls and manages all the revenue earned and operates its own bank accounts which are independent to Rotary and do not benefit Rotary financially regardless if board members of the entity are Rotarians.
- An entity as described above 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 Zone Insurance & Protection 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.

PERSONAL ACCIDENT & TRAVEL INSURANCE

Frequently Asked Questions

Am I covered against circumstances relating to COVID-19?

COVID-19 is now considered a “known event”. In respect to the corporate travel policy wording states “unforeseen” events and circumstances, of which COVID-19 is no longer considered.

From 02/03/2020 Chubb have determined that COVID-19 is no longer an unforeseen event for all countries outside China.

- This means that there is no coverage for policy sections where ‘unforeseeable’ is a claims trigger
- Cover will be provided under the Medical Section of the Policy
- The new endorsement effective 30.06.22 is generally an improved position, providing cancellation / loss of deposits cover **for certain nominated Covid-19 events**

Please note the advice provided is generalised and individual circumstances will vary. Any claim lodged will be assessed on its individual merits and encourage Policyholders to submit any claim for assessment.

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 Rotary conference where people may stay and holiday 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 21 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 should 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 [required](#) for Rotarians embarking on Travel. It is used to determine

- a) If the Travel needs to be registered with RAWCS.
- b) For all trips travelling over 50km to be declared.
- c) 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 counties 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_landing_au

Can I travel wherever I like?

There are excluded countries in the Policy such as Crimea, Cuba, Iran, North Korea, North Sudan, Sudan or Syria. Please note travel to Countries is excluded if a reasonable person foresees that a Country is or will be in a state of insurrection, War, civil War, civil unrest, natural disaster, or there is political instability in existence or there had been a published warning that such events were likely to occur prior to the Covered Person booking their Journey and/or entering that Country as this would be considered to be a known event. 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 is to be retained by the traveller and provided in 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 of 50 kilometres or more from the Covered 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 Covered 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.

Rotary Insurance Travel Authorisation Form

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

Please note that failure to do so may result in no insurance coverage)

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 **21 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 ?

Rotarian Contact:

Details: Phone/Fax Number:

Email address:.....

DIO TO COMPLETE

COVER CONFIRMED UNDER ROTARY POLICY

YES / NO

DATE: ____/____/____

Travel – Youth Exchange Program (Long Term) - FAQs

Can I travel wherever I like?

There are excluded countries in the Policy such as Crimea, Cuba, Iran, North Korea, North Sudan, Sudan or Syria. Please note travel to Countries is excluded if a reasonable person foresees that a Country is or will be in a state of insurrection, War, civil War, civil unrest, natural disaster, or there is political instability in existence or there had been a published warning that such events were likely to occur prior to the Covered Person booking their Journey and/or entering that Country as this would be considered to be a known event. 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.

RISK MANAGEMENT

COVID-19 GUIDELINES

The health and safety of our members is our top priority, and we have an obligation to provide a safe environment whilst conducting Rotary activities.

Due to the rapidly changing nature of this situation, we encourage you to use your discretion in relation to conferences and other Rotary organised events. Cancelling or postponing meetings or Rotary Club-related travel should be undertaken.

From a risk management perspective, we should be mindful of the age demographic of our Organisation and consider the welfare of members above any commercial aspects of the things we do.

Some points to consider:

- Rotary's public image must be that of a responsible Organisation, whose activities will not expose the general public to unnecessary risk.
- Where possible meetings are held electronically via conference call or video link.

All hire agreements and Proformas have an addendum added that:

- Provides the state gathering directives/restrictions.
- The Hirer / Event Organiser will agree to accept their responsibility of adherence to these directives / restrictions.
- Failure to comply, will result in cancellation of their hire or event.

Physical distancing

- Put up posters around the facility on keeping at least 1.5 metres distance between everyone at the workplace.
- Erect signs at the entrances to lifts and meeting rooms to ensure the maximum safe capacity is not exceeded.
- Signing and completing a Visitors register and so on
- Face to face meetings only take place when each participant has downloaded the Australian Government "COVIDSafe app". The purpose of the app is to automate coronavirus contact tracing, contain outbreaks quickly and allow the easing of restrictions. Read more about the [COVIDSafe app](#).

Handwashing and hygiene

- Have hand sanitiser stations at entry and exit points and around the facility.
- Ensure bathrooms are well stocked with hand wash and paper towel.
- Put up posters with instructions:
 - 1 On how to hand wash/hand rub.
 - 2 Instruct workers, guests, volunteers and hirers
 - On ways to limit the spread of germs, including by not touching their face, sneezing into their elbow, and staying home if feeling sick.
 - Limit contact with others– no shaking hands or touching objects unless necessary.

Cleaning

- Ensure any areas frequented by workers or others (e.g. visitors to your premises) are cleaned at least daily with detergent or disinfectant.
- Instruct workers to wear gloves when cleaning and wash their hands thoroughly with soap or use an alcohol-based hand sanitiser before and after wearing gloves.
- Clean frequently touched areas and surfaces several times a day with a detergent or disinfectant solution or wipe. This includes elevator buttons, handrails, tables, counter tops, door knobs and sinks.

Pre & Post Inspection of the facility

- Complete a pre & post inspection of the facility for each use or hire of the facility to ensure all trip hazards and the level of cleanliness adheres to the abovementioned procedures.

If you are an attendee

- stay home and not attend if you are feeling unwell
- stay home and not attend if you have been to a country considered at higher risk of COVID-19 (excluding airport transit) in the past 14 days
- practice simple hygiene by:
 - making sure to clean your hands thoroughly for at least 20 seconds with soap and water, or use an alcohol-based hand rub
 - covering your nose and mouth when coughing and sneezing with tissue or a flexed elbow.

Remind the public and event workers not to attend if they are feeling unwell

- reminding the public and event workers they must not attend if they have been to a country considered at higher risk of COVID-19 (excluding airport transit) in the past 14 days
- ensuring your emergency management plan is up to date
- briefing your event staff on how to practice good hygiene and making it easy for staff and attendees to practice good hygiene
- having adequate hand washing facilities available.

We ask you to keep up to date with your national and local health authorities' recommendations and, of course, should the [World Health Organization](#) and our national, regional, or local health authorities discourage or prohibit gathering or traveling because of the risk of spreading COVID-19, follow their recommendations.

For more information and guidelines refer to relevant State or Territory legislation.

Club Youth/Student Protection Compliance Checklist

Note: All these forms are editable can be obtained from your DIO

To be completed by authorised Club Officer:

Some of the following requirements are YEP specific however protection principles apply to all Rotary Youth Programs. (Refer Risk Management for *Forms* and procedures)

	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"/>	
13	Club has completed a basic name search online for all members, volunteers and responsible adults that will be working with children	<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.

Assessment of Risks	
Establish the context	Identify the risk



Analyse the Risk	
Managing the Risk	
Assess available controls	Negotiate contractual terms



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
<i>Hold Harmless</i>	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
<i>Intentional or wilful, wrongful acts</i>	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.
<i>Waiver of Subrogation</i>	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.
<i>Named Insured</i>	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 that 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 is 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 Currency.

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
(d)	Confirmation that COVID-19 protocols are being observed and follow strictly local health authorities and government websites
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, the following documents must be submitted to the DIO prior to the commencement of such project/event:

- **Insurance Pro Forma;**
- **Risk Management Form;**
- **Risk Management Checklist / Assessment;**

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 of 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 can be obtained from your DIO

- Insurance Pro Forma *(refer page 18)*
(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 19)*
- Risk Management Checklist/Assessment *(refer page 20)*
- General Release and Indemnity *(refer page 21)*
(Required when participating in any sport, game, match, race, practice, training course, trial, contest or competition)
- Youth Protection Compliance Requirements *(refer page 12-13)*
- Youth Volunteer Information and Declaration Form *(refer page 33-35)*
- Travel Insurance Authorisation Form *(refer page 7)*

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-Release and Indemnity 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:
13. Risk Management Form Completed? YES / NO
14. Certificate of Currency required? YES / NO
15. If applicable, provide details of parties that have requested 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>

DIO USE

DIO - COVER CONFIRMED UNDER ROTARY POLICY	<input type="checkbox"/> YES / <input type="checkbox"/> NO
DATE:	____/____/____

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

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-release and indemnity 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	
• PREMISES				
Floors				
Surface level				
Not slippery				
Free of debris				
Properly covered				
Stairs/Ramps:				
Surfaces level				
Not slippery				
Free of debris				
Properly covered				
Windows:				
Condition				
Security				
Lighting:				
General				
Emergency				
Fire safety:				
Suitable detection				
Equipment maintained				
Emergency exits				
Emergency signage				
General housekeeping:				
Car parks & Driveways				
Sealed/marked				
Free of ruts/holes				
Free of oil/contaminants				
Lighting				
Speed limiting/bumps				
Signage				
Free of debris/vegetation				
Pedestrian access				
External Pathways:				
Free of damage				
Free of debris/vegetation				
Lighting				

	ADEQUATE			COMMENTS
	YES	NO	N/A	
• CONTRACTORS / SUBCONTRACTORS				
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				
• MACHINERY & EQUIPMENT				
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				
• ENVIRONMENTAL				
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				
• MISCELLANEOUS				
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	
• CHILDREN /STUDENTS				
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?				
• AMUSEMENT DEVICES AT COMMUNITY EVENTS				
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.				
• ROTARY IDEALS				
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)

1. I, (insert name of Participant)
of (insert Participant's Home Address)
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.
2. I am also aware that it is a condition of participation in (insert name of event) ("Event") 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, (insert name of Parent / Legal Guardian)
of (insert Parent's/ Legal Guardian's home address)
am the legal guardian of (insert name of Participant) ("**Participant**")
and consent to him/her participating in the Event.

- 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 psychological 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, psychological, 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 LGBTIQA+ community, and make reasonable efforts to accommodate their needs
- f) Everyone covered by the Policy must also comply with 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 the date advised in March 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, Risk Management Form and Risk Management Checklist/Assessment 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.

- 10.1 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

- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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 they 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.

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

- 15.2.1 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:
- 15.2.1.1 Details of any known incidences or concerns
 - 15.2.1.2 Evidence of club or district committee's compliance with the policy including volunteer declaration and screening checks
 - 15.2.1.3 Copies of a program risk assessment
 - 15.2.1.4 A compliance statement from the club President or program chair
- 15.2.2 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.
- 15.2.3. In a circumstance where there are unresolved concerns about a district program, the District Management Committee shall consider appropriate action.

16 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

Register of Youth Volunteers

Rotary Club	
Last Updated	

Volunteer Name	Volunteer Dec Form Verified Yes/No	WWC/Blue Card Number	Expiry Date

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
Comments		

Name of Authorised Club Officer _____ Position _____

Signed: _____ Date _____

Authorised Club Officer

Phone _____

I _____ President, Rotary Club of _____

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.

Signed _____ Date _____

Phone _____

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). After submitting the report, please continue to update staff as further information develops.

REPORTER INFORMATION

Reporter's Name:	Title/Role:
District:	Telephone(s):
Date & time of report:	Email:

ALLEGED VICTIM INFORMATION

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

ALLEGED OFFENDER INFORMATION

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

SUMMARY

Date and time of incident:	
Location of incident:	
<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
Please list all individuals or organizations that have been informed of the alleged incident to date? <i>(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?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>If not, why?</i>			
Is local law enforcement investigating the allegation, or have any official charges been filed?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>If so, please describe:</i>			
Have any support services been offered to the youth?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>If so, please describe the service/provider:</i>			

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?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>If so, please describe:</i>			

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

Rotary Club of	
Rotary District	

Reporters Contact Details

Name	
Address	
Email Address	
Phone Number	

When did the incident happen?

Date of Incident:		Time of Incident:	
-------------------	--	-------------------	--

Where did it happen?

Address/location of incident:	
-------------------------------	--

Alleged Victim's Information:

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

Alleged Offender Information:

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

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:

Police contacted:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Time:	Date:
Police officer's name:			Phone Number:	
Police investigation:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date:	
Has the Victim been offered any support services? If so, please describe the service/ provider:				
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>Reporting person's name:</i>	
<i>Signed:</i>	
<i>Date</i>	

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 **MSL009529308**.

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,
- Cyber 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



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) 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: 04PP016460**
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 to acquire this policy, you should obtain and consider all information made available, including the Product Disclosure Statement (PDS), Target Market Determination (where applicable) and policy terms and conditions, to determine whether it is appropriate for you, having regard to your own objectives, financial situation and needs. Please contact us on (02) 9253 7000 for a copy of any of these documents which may also be made available on our website.

Duty of Disclosure

Before you enter into a contract of insurance, you generally have a duty under the Insurance Contracts Act 1984 (Cth) (ICA) to disclose anything that you know, or could reasonably be expected to know, or in the case of consumer contracts (as defined in Part IV of the ICA) (Consumer Contracts) to take all reasonable care 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 refer to any guidance issued in any insurance proposal or application form, your Duty of Disclosure obligations contained in any PDS and policy terms and conditions (as applicable) and contact your Aon representative.

Non-disclosure

If you fail to take reasonable care in disclosing information to us in the case of Consumer Contracts, or 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.

In all instances, we recommend that you refer to any information provided by Aon to you or the insurer from time to time about your Duty of Disclosure and contact your Aon representative if you have any queries.

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 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

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.

Version July 2022