



# **Risk Management Youth Protection and Insurance**

## **Club Handbook**

August 2024



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### Data Disclaimer

Please note the benchmarking data is based on the plans that sit within Aon’s client portfolio in Australia as recorded on our benefits database and is current as at the date of this report. Aon continually refreshes the plan data and results may vary as new plans are added to our database. The data excludes statistical outliers or plans where there is insufficient data to be deemed credible.

## 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 and Travel Authorisation Form submitted to DIO.
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 Program Volunteer Information and Declaration Form** ([refer page 39](#))
7. Complete and return annual **Club Insurance & Compliance Declaration Form** asap but no later than the date specified ([Aon to provide and copies available on AonLine](#))

***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 their 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.
- b. 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.
- c. To develop contingency hosting plans that will include pre-screened back-up families in the event of an emergency.
- d. 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.
- e. Upon change of Host Family, the Host Family Move Notice shall be lodged immediately
- f. To provide each student with a Safety Card and details of local support services
- g. Ensure that the Club Counsellor is of the same gender as the student and is not a member of the student's host family.
- h. 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.
- i. To provide mandatory training on sexual abuse and harassment prevention for host families, outbound students, inbound students, and their parents or legal guardians.
- j. Follow the RI Sexual Abuse and Harassment Reporting Guidelines.
- k. 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 2024 to 4:00pm on 30 June 2025

Policy Type	Insurer	Limits / Deductibles							
<b>Industrial Special Risks</b>	Chubb Insurance	<b>Limits:</b>	<b>Combined Section 1 &amp; 2 Limits:</b>						
			<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Up to \$50,000</td> <td style="text-align: right;">\$250,000</td> </tr> <tr> <td>Over \$50,000 and under \$500,000</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Over \$500,000</td> <td style="text-align: right;">\$5,000,000</td> </tr> </table>	Up to \$50,000	\$250,000	Over \$50,000 and under \$500,000	\$1,000,000	Over \$500,000	\$5,000,000
Up to \$50,000	\$250,000								
Over \$50,000 and under \$500,000	\$1,000,000								
Over \$500,000	\$5,000,000								
		<b>Deductible(s):</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Earthquake</td> <td style="text-align: right;">\$20,000 / 1%</td> </tr> <tr> <td>Named Cyclone</td> <td style="text-align: right;">\$10,000</td> </tr> <tr> <td>All Others</td> <td style="text-align: right;">\$1,500</td> </tr> </table>	Earthquake	\$20,000 / 1%	Named Cyclone	\$10,000	All Others	\$1,500
Earthquake	\$20,000 / 1%								
Named Cyclone	\$10,000								
All Others	\$1,500								
<b>Public &amp; Products Liability</b>	QBE Insurance	<b>Limit:</b>	\$50,000,000						
		<b>Sub Limit:</b>	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.						
		<b>Deductible(s):</b>	\$75,000 for Sexual Abuse Claims \$100,000 Sexual Abuse – Known Perpetrator Claims \$10,000 Injury to volunteers (non-members) \$10,000 Specified Injury (Defamation, Assault and Discrimination) \$5,000 All Other Injury Claims \$1,000 Property Damage Claims						
<b>Personal Accident/Travel</b>	Chubb Insurance	<b>Death &amp; Capital Benefits:</b>	\$250,000						
		<b>Medical Expenses</b>	Unlimited worldwide cover						
		<b>Travel</b>	Cover for maximum 90 days. Can include incidental private travel up to 21 days provided the overall trip is predominately for the benefit of Rotary.						
		<b>Age limit:</b>	79 years old, except when going to Convention						
		<b>Policy Limits:</b>	Various						
		<b>Aggregate Limit:</b>	\$10,000,000						
		<b>Deductible(s):</b>	7 days in respect of Weekly Benefits. \$250 Electronic Equipment Nil all other claims.						
		<b>Association Liability</b>	CGU Insurance	<b>Limit:</b>	\$10,000,000 any one claim \$20,000,000 in the aggregate Crime / Fidelity Limit \$200,000				
		<b>Deductible(s):</b>	Nil excess other than \$2,000 for Employee Fraud or Dishonesty and Superannuation Trustees Liability						

Policy Type	Insurer	Limits / Deductibles	
<b>Motor Vehicle</b>	Vero Insurance	<b>Limit of Liability:</b>	<b>Blanket Cover:</b> Trailers/BBQ Trailers/Food Vans/Caravans up to sum insured of \$9,999
			<b>Section 1: Own Damage</b> Market Value or Sum Insured as noted on the Schedule
			<b>Additional Vehicles Limit:</b> \$500,000 any one vehicle whichever is the lesser
		<b>Deductible(s):</b>	\$500 each and every claim \$1,000 Hired Vehicles (whilst on hire) \$500 Additional Theft Excess
<b>Marine Transit * (Export &amp; Inland)</b>	NTI Limited	<b>Goods consisting of:</b>	Bicycles, Hospital Beds, Dentists Chairs, Furniture, Books, Charitable Merchandise, Clothing and Blankets, Household Goods/Personal Property, Recycled Playgrounds
			<b>Export – Limit of Liability</b> \$100,000
			<b>Inland – Limit of Liability</b> \$100,000
		<b>Goods consisting of:</b>	Electrical wiring and lights, Electrical Generator and building materials
			<b>Export – Limit of Liability</b> \$10,000
		<b>Goods consisting of:</b>	Building Materials, lawn mowers, ride on mower and the like (Excluding Tiles/stone benchtops/solar panels)
			<b>Inland – Limit of Liability</b> \$10,000
		<b>Goods consisting of:</b>	Used X-ray machines, Ultrasound machines, hospital beds, gloves, gowns, bandages and the like
			<b>Export – Limit of Liability</b> \$50,000
			<b>Inland – Limit of Liability</b> \$20,000
		<b>Deductible(s):</b>	\$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, Furniture, Books, Charitable Merchandise, Clothing, and Blankets, Household Goods/Personal Property, Recycled Playgrounds, Dentists Chairs, Used X-ray and Ultrasound machines, Electrical Machinery and Building Materials (excluding tiles/stone benchtops/solar panels) as declared. 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.

Those insured are:

1. Rotary Pacific and all Rotary Clubs (including prospective Clubs), Rotary Districts, Rotaract Clubs and Interact Clubs in Australia and islands within Australian Rotary Districts (PNG, East Timor, Solomon Islands and Nauru) [referred to later as "Rotary"]
2. Specified Rotary Programs such as RYEP, RYPEN, RAWCS, ARH, ROMAC, RDU Alumni Associations of Rotary and RYLA
3. Rotarians and their partners/spouses, volunteers, honorary members, host families, and prospective members (from the time membership has been approved);
4. Other Rotary bodies whose 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, provided that the entity agrees to implement and follow the risk management, general management, and guidelines (including Youth Protection) as recommended by Rotary Clubs and Districts in Australia and Rotary International;

From an insurance standpoint, it is **not** encouraged to establish new entities. Most Rotary activities can be accomplished by a Club or District.

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.

Particular concern should be addressed to the establishment of Companies Limited by Guarantee as their membership is only by invitation and limited, and they cannot be controlled by a Rotary Club or District. Such entities are often suggested for programs that operate across State borders or internationally, but Clubs and Districts operating as unincorporated or incorporated entities can do the same.

Similarly, the establishment of Trusts should be discouraged for similar reasons.

## Personal Accident & Travel Insurance - FAQs

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

*It is common for Rotarians to embark on a private holiday before or after an event.*

*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 provided that the purpose of the overall Trip is predominately for the benefit of Rotary.*

### **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 cover would be sought (please see question above).*

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

*Yes, spouses (and de factos and partners) are included in cover*

### **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](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 political instability is 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.*

### **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 fifty (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.*

*The maximum duration of any one (1) trip is the lesser of the original itinerary of the Declared Trip or ninety (90) days, unless agreed by the Insurer.*

## 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 Rotary activities and request the travel to be noted and included under the District Insurance Policies.

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

2. Date(s) 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](http://www.smartraveller.gov.au)? .....  YES /  NO

Club or District Rotarian Contact: .....

Phone 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 political instability is 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**

## Club Youth/Student Protection Compliance Checklist

**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 \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_\_

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.

<b>Assessment of Risks</b>	
<b><i>Establish the context</i></b>	<b><i>Identify the risk</i></b>



<b>Analyse the Risk</b>	
<b>Managing the Risk</b>	
<b><i>Assess available controls</i></b>	<b><i>Negotiate contractual terms</i></b>



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

### **Indemnities**

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

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

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

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

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

### CHECKLIST FOR OWNERS AND OPERATORS

This Checklist provides advice for small businesses and workers including owners and operators of amusement devices. It includes a checklist to assist in assessing whether an amusement device is safe to purchase, hire or operate.

The checklist is not exhaustive. It is a guide to some of the regulatory requirements and risks associated with amusement devices.

For more information see the [\*General guide for amusement devices\*](#).

If you are leasing or hiring, you should check to see if the amusement device is covered by current public liability insurance.

#### Plant Registration

1. Does the amusement device require plant design registration? (Regulation 243)

Yes – record the Design Registration Number

No – even though design registration is not required, the owner is still required under the legislation to ensure that the design is safe to operate.

2. Does the amusement device require plant item registration? (Regulation 246)

Yes – record the Item Registration Number

No – any amusement device requiring design registration will also require item registration. Even if design and item registration is not required, the owner is still required under the legislation to ensure that the plant is inspected and well-maintained to operate safely.

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Expiry: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

3. Has the registrable amusement device been repaired or altered in a way that may affect the health and safety of workers or patrons? (Regulation 244)?

Yes – the amusement device must be re-registered.

No – go to Question 5

4. If yes to Question 3, has a competent person, for example an engineer, verified the repair or alteration? (Regulation 251)

Yes

No – plant designs must be verified by a competent person before they can be registered.

### Log book, maintenance and inspections

5. Does the amusement device have a current log book? (Regulation 242)

Yes – check the log book includes all of the elements listed in the *Record keeping* section of the accompanying General guide for amusement devices.

No – a log book must be provided and kept for a registrable amusement device.

6. Is the log book up-to-date including records of daily checks, maintenance, inspections, operator training and statutory notices?

Yes

No – update the log book, including all elements listed in the *Record keeping* section of the General guide for amusement devices. (Regulation 242).

7. What is the date of the last annual inspection by a competent person recorded in the log book? (Regulation 241)

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Within the last 12 months.

Over 12 months ago – you must arrange for an annual inspection to be carried out before using the amusement device.

### Setting up the amusement device

8. Are you a supplier of an amusement device? (Regulations 198 and 199)

Yes – regulatory obligations may exist. You should review your general and plant related supplier obligations under the WHS Regulations.

9. Is an amusement device to be installed, assembled, constructed, commissioned, decommissioned or dismantled? (Regulation 204)

Yes – regulatory obligations may exist including using a competent person and minimising risks to health and safety (see Regulation 204).

No – the item is not an amusement device (or related plant). Parts 5.2 and 5.3 of the WHS Regulations do not apply.



10. Are safe operating procedures available and do they include manufacturer's instructions to set-up and dismantle mobile amusement devices?

Yes

No – If not readily available, ask the supplier for relevant safety information (Regulation 198).

11. Have hazards been identified and risk control measures implemented so the amusement device can be safely set-up and operated, for example emergency planning, overhead electric lines, overhanging trees, sloping ground and drainage? (Regulations 34, 35 and 36)

Yes

No – you must identify hazards and implement risk controls.

12. Are risk control measures maintained and reviewed so they remain effective? (Regulation 37)

Yes

No – you must review and revise risk control measures so they are effective (see Regulation 38).

13. So far as is reasonably practicable, have you made sure no amusement device, person, plant or thing comes within an unsafe distance of an overhead or underground electric line? (Regulation 166)

Yes

No – you should check the area for electric lines and consider how to control associated risks.

14. Has a competent person, for example a licensed electrician, checked the electrical safety (where applicable) after the amusement device has been set-up? (Regulation 150)

Yes

No - you must ensure a competent person checks the electrical components.

Not Applicable

*Note:* Motors, electrical leads, generators and residual current devices (RCD) must be tested and tagged in accordance with regulatory requirements.

15. Are display, festoon lighting or any other electrical cabling or connections required? (Regulation 150)

Yes – extension leads and cables used to feed the amusement device within the amusement device and plug-in electrical equipment should be tested. Cables should be secured and located to avoid tripping hazards and damage.

No

16. Have you prepared and maintained an emergency plan for the workplace? (Regulation 74)

Yes

No – you must prepare an emergency plan.

17. Are suitable amusement device entry and exit points provided to evacuate the amusement device in an emergency and can emergency vehicles and equipment access the amusement device? (Regulation 74)

Yes

No – review the emergency plan including local emergency response requirements and amusement device set-up.

18. Is there internal lighting and are illuminated exit signs needed for the amusement device, for example for enclosed amusement devices or where a device is operated in an enclosed area?

*Note: For ghost trains and other amusement devices requiring darkness during operation, the exit signs should illuminate if power is switched off or fails.*

Yes – check the internal lighting and emergency signs are lit.

No

19. Does the amusement device have fire extinguishing equipment and has any equipment provided been inspected?

Yes – check the fire extinguishing equipment has a current inspection tag attached.

No – reassess fire risk and if present provide fire extinguishing equipment.

20. Are barriers required to control access to the amusement device? (Regulations 189 and 208)

Yes

No - confirm no barriers are required and if so **go to Question 22.**

21. Could a patron or member of the public reach over, around or through the barrier and contact moving parts of the amusement device or patrons using the amusement device? Can patrons using a moving amusement device come in contact with moving parts, barriers or members of the public? (Regulation 208)

Yes - review the risk control measures and implement controls.

No

22. If the device has patron restraints, are they operable, maintained and effective? Have they been checked before operation each day by a person who has been provided with instructions and training on the device's proper operation? (Regulation 238)

Yes

No – do not operate the amusement device and prevent access until the restraints are repaired.

Yes – regulatory obligations may exist. You should review your general and plant related supplier obligations under the WHS Regulations.

No

### Operating the device

23. Are operators trained to use the amusement device safely? (Regulation 238)

Yes

No – check what information, training and instruction is required to operate the amusement device safely. Ensure this information, training and instruction is provided.

24. Where applicable, are amusement device loading and patron seating requirements clear and implemented?

Yes

Not Applicable

No – check there is appropriate signage and that operators manage correct loading and seating of patrons. Do not operate the amusement device if requirements have not been met.

25. Is the amusement device, or accompanying music, loud enough to create a risk of hearing loss for workers, patrons or other people? For example, is it necessary to raise your voice to almost shouting to talk to someone 1 metre away? (Regulation 57)

Yes – noise monitoring may be needed for the amusement device and any accompanying sound system. Noise controls may also be required.

No

26. When not in use, is the amusement device stored so it is without risks to health and safety? (Regulation 239)

Yes – the person who stores the amusement device must be a competent person or under the supervision of a competent person.

No – check a competent person will store the amusement device.

For further information see:

[Guide for Amusement Devices](#)

[Amusement Devices – Information Sheet for Annual Inspections and Records.](#)

## 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 District Insurance Officer**

- Insurance Pro Forma ([refer page 21](#))  
*(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 22](#))
- Risk Management Checklist/Assessment ([refer page 23-27](#))
- General Release and Indemnity ([refer page 28](#))  
*(Required when participating in any sport, game, match, race, practice, training course, trial, contest or competition)*
- Basic Checklist for an Event ([refer page 29](#))
- Youth Protection Compliance Requirements ([refer page 38](#))
- Youth Volunteer Information and Declaration Form ([refer page 39-41](#))
- Travel Insurance Authorisation Form ([refer page 8](#))

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

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

**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 indemnify them as a third party? (If "YES", refer to your District Insurance Officer for advice before entering into any agreement).  YES /  NO
5. Have you been asked to hold any other organisation "harmless" under the Rotary Insurance for the activity? (If "YES", refer to your District Insurance Officer for advice before entering into any agreement).  YES /  NO
6. Describe the potential hazards (or dangers to the general public and persons working on project).  
.....  
.....
7. Have there been prior incidents / accidents on this type of project?  YES /  NO  
*If "YES", detail when, how and the result.*  
.....  
.....
8. What action / steps can be taken to reduce the likelihood of it happening?  
.....  
.....
9. Will the project / activity involve young people?  YES /  NO  
*If "YES", have the procedures as outlined in the District Youth Protection Policy been followed?*  YES /  NO
10. Will the activity involve travel?  YES /  NO
11. Will there be amusement rides at the event?  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	
<b>• PREMISES</b>				
<b>Floors</b>				
Surface level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Not slippery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Free of debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Properly covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Stairs/Ramps:</b>				
Surfaces level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Not slippery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Free of debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Properly covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Windows:</b>				
Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Lighting:</b>				
General	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Emergency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Fire safety:</b>				
Suitable detection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Equipment maintained	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Emergency exits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Emergency signage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
General housekeeping:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Car parks &amp; Driveways</b>				
Sealed/marked	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Free of ruts/holes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Free of oil/contaminants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Speed limiting/bumps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Signage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Free of debris/vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pedestrian access	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>External Pathways:</b>				
Free of damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Free of debris/vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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



	ADEQUATE			COMMENTS
	YES	NO	N/A	
Playground equipment checked and maintained on regular basis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>• CHILDREN /STUDENTS</b>				
Are children being properly cared for/supervised?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Do carers/supervisors have proper accreditation and certification (e.g. Blue Cards)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are any animal rides involved? Including but not limited to rodeos and any ancillary events, any activity involving horse riding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Public Liability cover for these activities (including vicarious or contingent liability) are excluded under the policy.
<b>• AMUSEMENT DEVICES AT COMMUNITY EVENTS</b>				
Please read the Miscellaneous Activities Exclusion at the end of this document and confirm you understand there is no cover for jumping castles, jumping pillows and other inflatable amusement devices; trains or railways other than model railways and other activities specifically noted in the Miscellaneous Activities Exclusion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Does Rotary own and operate the amusement device?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes,				To submit a referral – please provide the fully completed Pro-Forma, Risk Management Document and the <u>Amusement devices checklist for owners and operators   Safe Work Australia</u> – available by this link or on pages 47-51 above
(a) has this amusement device been referred to the Insurer during the policy period when the event will be held?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) Has the Insurer specifically noted and agreed in writing to provide cover?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If No, Please note there is no cover under the Rotary Program (including vicarious or contingent liability) for amusement rides unless all of the following conditions have been met:				
i. A third party contractor has been engaged to provide, operate and supervise the ride at all times AND	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ii. Rotary has no involvement at any time in the operation/or supervision of the ride AND	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
iii. Rotary sights and retains a copy of the third party operator's liability certificate of insurance with a minimum Public and Products Liability Limit of \$20,000,000 any one Occurrence and in the annual aggregate as it relates to Products Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

		ADEQUATE			COMMENTS
		YES	NO	N/A	
Before using an amusement device, the operator must ensure the following:					
a)	Amusement device registration with the relevant regulator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b)	Prepaire and maintain an emergency plan for the ride	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c)	Ensure the amusement device is suitable for the intended purpose and is in a safe condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d)	Ensure the amusement device is only set up and operated in accordance with the manufacturer's instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
e)	The person/s in control of the device has received instruction and training in its proper operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
f)	Log book and operating and maintenance manuals for the amusement device are provided and updated accordingly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
g)	Identify and manage any risks related to the site where the amusement device will be operated.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
h)	Undertake a separate risk assessment for each site and implement additional controls where necessary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Before allowing a ride to operate - Proper checks and operation' of an amusement device to protect workers, patrons and others may include:					
(a)	Carrying out pre-operation checks without passengers to verify the operation and condition of critical safety components and features including patron system restraints and interlock devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b)	Safe start-up, operation and shutdown in accordance with the manufacturer's instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c)	Safe device control including safe speed, noise levels and emergency controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(d)	Safe access for, placement, management and security of patrons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(e)	Providing safety instructions to patrons, and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(f)	Safe exit from the amusement device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Follow safe work procedures for transport, installation, commissioning, operation, inspections, maintenance and storage of amusement devices		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	ADEQUATE			COMMENTS
	YES	NO	N/A	
<b>• ROTARY IDEALS</b>				
Does the proposed activity / program follow the Ideals of Rotary, being mindful of the appropriateness and ethical standards required by Rotarians?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

### MISCELLANEOUS ACTIVITIES EXCLUSION

The following additional Exclusion is added to section '6. Exclusions' of the Policy: Liability (including vicarious or contingent liability) in respect of Injury or Property Damage arising directly or indirectly from, caused by, contributed to by or in connection with any of the following:

- (a) rodeos and any ancillary events; any activity involving horse riding;
- (b) animal rides;
- (c) jumping castles, jumping pillows and other inflatable amusement devices;
- (d) amusement rides unless:
  - (i) all of the following conditions are met:
    - i. a third party contractor has been engaged to provide, operate and supervise the ride at all times; and
    - ii. the Insured has no involvement at any time in the operation and/or supervision of the ride; and
    - iii. the Insured signs and retains a copy of the third party operator's liability certificate of insurance with a minimum Public and Products Liability Limit of \$20,000,000 any one Occurrence and in the annual aggregate as it relates to Products Liability
  - or
  - (ii) the Insurer has specifically noted and agreed in writing to provide cover.
- (e) trains or railways other than model railways;
- (f) childcare services;
- (g) martial arts activities comprising but not limited to teaching, training, trials, contests, displays and/or competitions;
- (h) firearm activities (including hunting) comprising of but not limited to teaching, training, trials, contests, displays and/or competitions.
- (i) adventure activities being:
  - (i) flying or any aerial activity including but not limited to bungee or BASE jumping, hang gliding, hot air ballooning, parasailing, paragliding or sky diving;
  - (ii) caving, mountain or ice climbing, rock climbing, abseiling, low or high rope courses and/or flying foxes, zip or slack lining;
  - (iii) the following water activities: water skiing, jet skiing, white water rafting, scuba, cave or free diving, kite surfing or wake boarding;
  - (iv) motorsport, motorised go-karting, motocross events, BMX racing, land windsurfing and quad biking.

## General Release and Indemnity

The Rotary Club of \_\_\_\_\_ (*insert Rotary Club's Name*). ("Rotary")

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

1. I, \_\_\_\_\_ (*Participant*)  
of \_\_\_\_\_ (*home address*)

Email and Mobile phone \_\_\_\_\_

am aware and acknowledge that the Event involves inherent risks, including the risk of injury 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 the 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, \_\_\_\_\_ (*Parent / Legal Guardian*)  
of \_\_\_\_\_ (*home address*)

am the legal guardian of \_\_\_\_\_ (*Participant*)

and consent to them 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 \_\_\_\_/\_\_\_\_/\_\_\_\_

## Basic Checklist for an Event

Following receipt of a completed Insurance Pro-Forma and Risk Management Form

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

## 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) Rotary has 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) Rotary acknowledges 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 who 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 Those 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 Those who supervise overnight accommodation for a program (i.e. home billet or accommodation within program), or
- 7.1.4 Those who manage the confidential records of young people
- 7.2 Prospective YOUTH PROGRAM VOLUNTEERS are required before commencing:
  - 7.2.1 complete a Rotary Youth Program 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:

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 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.
- 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 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.
- 10.4 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.
- 10.5 Report the matter to the DG who shall notify Rotary International within 72 hours
- 10.6 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.
- 10.7 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.
- 10.8 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 Club 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 Rotary Districts and Clubs 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, Rotary Districts and Clubs will operate on the best interests 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 Districts and Clubs 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

<b>Rotary Club</b>	
<b>Last Updated</b>	

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

# 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 Program 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 Program 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		



<b>3 Name Referee</b>		<b>Contact Date</b>
<b>Comments</b>		

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](mailto:youthprotection@rotary.org)). After submitting the report, please continue to update staff as further information develops.

**REPORTER INFORMATION**

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

**ALLEGED VICTIM INFORMATION**

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

**ALLEGED OFFENDER INFORMATION**

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

**SUMMARY**

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

### ACTION TAKEN

Provide details on the action taken after the incident was reported to you/your organization:

Is the youth currently in a safe place?

Has the alleged offender been removed from youth programs while the investigation is performed?

Yes

No

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)*

1.

4.

2.

5.

3.

6.

Has the alleged incident been reported to local law enforcement?

Yes

No

*If not, why?*

Is local law enforcement investigating the allegation, or have any official charges been filed?

Yes

No

*If so, please describe:*

Have any support services been offered to the youth?

Yes

No

*If so, please describe the service/provider:*

### FUTURE STEPS

Provide details on any future action that you/your organization plan to take regarding this allegation:

Have you received any media inquiries regarding the allegation?

Yes

No

*If so, please describe:*

### UPDATE

Provide any additional details or results of investigations relating to this incident since the initial report to RI:

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

*Insured Name*

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

*Reporters Contact Details*

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

*When did the incident happen?*

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

*Where did it happen?*

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

*Alleged Victim's Information:*

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

*Alleged Offender Information:*

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

**What happened?**

**Describe the incident and the immediate responses:**

*Incident details should be a brief factual account of the incident. Include who was involved; how, where and when the incident occurred.*

**What actions have been taken?**

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

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

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

# 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.

The following provides a practical guide as to notifiable matters:

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

## Notification Procedure

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

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

## Personal Accident & Travel

### In the event of an Emergency:

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

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

The telephone number to call is:

**Australia: +61 2 8907 5995**  
(Reverse Charges accepted)

The website address is:

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



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

- repatriation by the most appropriate method including, if necessary, the use of air services. Repatriation will be to the most suitable hospital or to the Insured Person's home address,
- payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany an Insured Person,
- payment of other emergency assistance expenses,
- worldwide 24-hour telephone access,
- emergency travel assistance,

- emergency medical evacuation,
- medically supervised repatriation,
- assistance in replacing a lost or stolen passport,
- legal assistance,
- interpreter access and referral,
- compassionate visit if travelling alone and hospitalised for more than a week,
- assistance in tracing delayed or lost luggage, and
- payment of approved medical services by claims process or redirection of hospital accounts.

### All Other Claims (Non-Emergencies)

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

## Travel – Youth Exchange Program – Long Term Trips

### How do I make a claim?

#### For Emergencies

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

1. **Your Name:**
2. **Your Policy Number: 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.

## Incident Report Form

Please submit all Incident Reports to the District Insurance Officer

Policy Number  
(if known):

\_\_\_\_\_

Rotary Club Of:

\_\_\_\_\_

Contact Name:

\_\_\_\_\_

Rotary Position:

\_\_\_\_\_

Address:

\_\_\_\_\_

State:

Postcode:

\_\_\_\_\_

Contact's Phone No:

Email:

\_\_\_\_\_

### Injured party:

Name:

\_\_\_\_\_

Gender:

Male:

Female:

Address:

\_\_\_\_\_

State:

Postcode:

\_\_\_\_\_

Home No:

Work No:

\_\_\_\_\_

Mobile No:

Email:

\_\_\_\_\_

Date of Birth:

Occupation:

\_\_\_\_\_

Relationship with the Rotary Organisation:

\_\_\_\_\_

### Details of Incident

Date of Incident

Time:

\_\_\_\_\_

Date Reported to you:

Time:

\_\_\_\_\_

Reported by:

\_\_\_\_\_

Exactly where did the incident occur:

\_\_\_\_\_

---

What did the injured party report happened:

---

What was the cause of the incident:

---

Item description:

---

Type of damage/loss:

---

Estimated costs:

---

**Personal Injury Details** (as reported by the injured party)

Part of body injured: (select appropriate box(es) – L/R = Left or Right)

Head / Neck	<input type="checkbox"/>			Arms / Wrists	<input type="checkbox"/>	L <input type="checkbox"/>	R <input type="checkbox"/>
Eyes & Features	<input type="checkbox"/>			Hands / Fingers	<input type="checkbox"/>	L <input type="checkbox"/>	R <input type="checkbox"/>
Back / Trunk	<input type="checkbox"/>			Leg / Ankle	<input type="checkbox"/>	L <input type="checkbox"/>	R <input type="checkbox"/>
Feet / Toes	<input type="checkbox"/>	L <input type="checkbox"/>	R <input type="checkbox"/>	Other	<hr/>		

Possible Nature of Injury: (select appropriate box(es))

Fracture	<input type="checkbox"/>	Break	<input type="checkbox"/>	Sprain	<input type="checkbox"/>
Burns / Scalds	<input type="checkbox"/>	Muscle / Ligament	<input type="checkbox"/>	Dislocation	<input type="checkbox"/>
Concussion	<input type="checkbox"/>	Superficial	<input type="checkbox"/>	Laceration	<input type="checkbox"/>

Other (give details) 

---

**Witness Details**

Full name of witness to incident: \_\_\_\_\_  
(Surname) (Given Names)

Address of witness: \_\_\_\_\_  
State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Contact Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

Relationship to injured party: \_\_\_\_\_

Witness comments (exact):  
\_\_\_\_\_  
\_\_\_\_\_

Actions taken to prevent recurrence:  
\_\_\_\_\_  
\_\_\_\_\_

Report completed by: \_\_\_\_\_  
(Block Letters)

I confirm the incident areas have been inspected by me. Photograph available  Y / N

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

Additional comments:

# IMPORTANT NOTICES

**We want to draw your attention to certain important matters that relate to your insurance.**

## **Binder**

In arranging this policy, Aon is acting under a binder agreement from the insurer. When acting under a binder, Aon will be acting under an authority given to it by the insurer and will be effecting the insurance contract as agent of the insurer and not as your agent. Our binder arrangement with the insurer is such that we remain your agent in the handling of any claim.

## **General Advice Warning**

Any information provided about this policy is general in nature and does not take into account your personal objectives, financial situation or 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](http://www.aon.com.au) or a copy can be sent to you on request by your Aon representative.

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

Privacy Officer –

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

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

By phone: (02) 9253 7000



## Other

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

### Claims Made

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

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

### Occurrence Basis

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

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

### Average or co-insurance

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

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

### Non-Admission of Liability & Subrogation

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

### Retroactive Date

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

## Financial Services Guide

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

### Retention of remuneration

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

### Waiver of rights

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

### Sanctions

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

### Regular Review of Sums Insured/Declared Values

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

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

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

Version January 2022