

Insurance,
Risk Management,
and

Youth Protection

Club Handbook

December 2024

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

- 1. Complete an **Project and Event Notification Form & 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 57)
- 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	
Property Insurance	Chubb Insurance	Limits:	Combined Section 1 & 2 Limits: Up to \$50,000 Over \$50,000 and under \$500,000 Over \$500,000	\$250,000 \$1,000,000 \$5,000,000
		Deductible(s):	Earthquake Named Cyclone All Others	\$20,000 / 1% \$10,000 \$1,500
Public &	QBE Insurance	Limit:	\$50,000,000	
Products Liability		Sub Limit:	Sexual Abuse AUS \$2,000,000 exce \$5,000,000, \$1,000,000 Papua New Islands, East Timor and Nauru.	
		Deductible(s):	\$75,000 for Sexual Abuse Claims \$100,000 Sexual Abuse – Known Pe \$10,000 Injury to volunteers (non-me \$10,000 Specified Injury (Defamation Discrimination) \$5,000 All Other Injury Claims \$1,000 Property Damage Claims	mbers)
Travel & Personal	Chubb Insurance	Death & Capital Benefits:	\$250,000	
Accident		Medical Expenses	Unlimited worldwide cover	
		Travel	Cover for maximum 90 days. Can incorprivate travel in addition to the days sproject or event for up to 21 days pro is predominately for the benefit of Ro	spent on the Rotary vided the overall trip
		Age limit:	79 years old, except when going to C	convention
		Policy Limits:	Various	
		Aggregate Limit:	\$10,000,000	
		Deductible(s):	7 days in respect of Weekly Benefits. \$250 Electronic Equipment Nil all other claims.	
Association Liability	CGU Insurance	Limit:	\$10,000,000 any one claim \$20,000,000 in the aggregate	
			Crime / Fidelity Limit \$200,000	
		Deductible(s):	Nil excess other than \$2,000 for Emp Dishonesty and Superannuation Trus	•





Policy Type	Insurer		Limits / Deductibles	
Motor Vehicle	Vero Insurance	Limit of Liability:	Blanket Cover: Trailers/BBQ Trailers/Food Vans/Carava insured of \$9,999	ans up to sum
			Section 1: Own Damage Market Value or Sum Insured as noted of	on the Schedule
		Deductible(s):	Additional Vehicles Limit: \$500,000 at whichever is the lesser \$500 each and every claim \$1,000 Hired Vehicles (whilst on hire) \$500 Additional Theft Excess	ny one vehicle
Marine Transit * (Export & Inland)	NTI Limited	Goods consisting of:	: Bicycles, Hospital Beds, Dentists Chairs, Furniture, Books, Charitable Merchandise, Clothing and Blankets, Household Goods/Personal Property, Recycled Playgrounds	
			Export – Limit of Liability Inland – Limit of Liability	\$100,000 \$100,000
		Goods consisting of:	Electrical wiring and lights, Electrical Gebuilding materials	nerator and
			Export – Limit of Liability	\$10,000
		Goods consisting of:	Building Materials, lawn mowers, ride or like	n mower and the
			(Excluding Tiles/stone benchtops/solar p	oanels)
			Inland – Limit of Liability	\$10,000
		Goods consisting of:	Used X-ray machines, Ultrasound mach beds, gloves, gowns, bandages and the	·
			Export – Limit of Liability	\$50,000
			Inland – Limit of Liability	\$20,000
		Deductible(s):	\$250 all claims	

^{*} The Marine Transit Policy provides cover for Inland and Export transits of Donations in Kind consisting of goods such as Bicycles, Hospital Beds, 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 Property 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:

- 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 <u>not</u> 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.





Travel & Personal Accident Insurance

(Summary Only)

COVERED PERSON

Covered Person means Rotarians and their partners/spouses, volunteers, honorary members, host families, and prospective members (from the time membership has been approved);

They are a person entitled to claim under the Policy by reason of the operation of the relevant provisions of the Insurance Contracts Act and on General Definitions no other basis. A Covered Person is not a contracting insured under the Policy. The Insurer's agreement is entered into with Rotary.

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

SCOPE OF COVER

Categories 1, 2, 3, 4, 5 – With respect to Section 1 – Personal Accident and Sickness:

Cover under the Policy shall apply whilst a Covered Person is engaged in voluntary work on behalf of Rotary including necessary direct travel to and from such voluntary work.

Provided always that any voluntary work is officially organised by and under the control of Rotary: the Rotary program must have been authorised by Rotary and non-members recorded.

JOURNEY DEFINITION

Categories 1, 2, 3, 4, 5 – Journey means a trip undertaken on the business of Rotary and/or authorised by Rotary, provided such travel involves destination fifty (50) kilometres or more from the Covered Persons normal place of business or residence.

A Journey shall commence from the time a Covered Person leaves their normal place of residence or place of business, whichever is left last and continues until the Covered Person returns to their normal place of residence or place of business, whichever occurs first. 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.

Please note: There is no automatic cover for trips over 90 days and Private Travel over 21 days.

Separate cover is required

INCIDENTAL PRIVATE TRAVEL

Incidental Private Travel means travel which is private and taken either side of or during an authorised Rotary trip to a maximum of 21 days (The purpose of the overall Trip being predominately for the benefit of Rotary)





BENEFITS (some benefits are restricted)

SECTION 4: Medical, Evacuation and Additional Expenses		
Medical, Evacuation and Additional Expenses	Unlimited up to age 79, except where covered person is attending annual RI Convention where the maximum claim is limited to \$50,000	
Continuous Worldwide Bed Confinement	Per Day: \$200 Max Days: 30	
Non-Medical Incidental Expenses	Per Day: \$50 Maximum: \$1,500	
Trauma Counselling Benefit	\$5,000	

SECTION 5: CHUBB Assistance & Security Advice - +61 2 8907 5995 - www.chubbassistance.com/au Included for all Categories

SECTION 6: Cancellation and Disruption			
Loss of Deposits	Age 0-75: Unlimited	Age 76-95: \$10,000	
Cancellation & Curtailment Expenses	Unlimited		
Aggregate Limit of Liability – Any one occurrence – Group Travel (F)	\$300,000		
Incidental Private Travel and/or Directors and Executives Private Travel (applicable to Loss of Deposits only)	Age 0-75: \$20,000	Age 76-95: \$10,000	
Out of Pocket Expenses (such as phone charges, food etc.)	Per Day: \$150 Maximum: \$1,500		
Frequent Flyer Points	\$10,000		
Funeral Expenses	\$50,000		
Pet Boarding Expenses	Per Day: \$250 Max: \$2,500		
Missed Transport Connection	\$1,000		
Overbooked Flight	\$2,500		
Corporate Event Extension	Per Person: \$20,000 Aggregate: \$100,000		

SECTION 7: Alternative Employee / Resumption of Assignment Expenses	
Sum Insured	\$10,000





SECTION 8: Baggage and Travel Documents	
Baggage and Business Property	\$7,000 Limit any one (1) item - \$1,500
Electronic Equipment	\$7,000 Excess: \$250
Money & Travel Documents	\$2,000
Deprivation of Baggage	\$3,000
Repatriation of Belongings	\$1,000
Home Burglary Excess Benefit	\$2,000
Keys and Locks	\$2,000
Identity Theft Extension	\$20,000
Lost Earnings	Per Day: \$250 Maximum: \$10,000
Data Recovery Benefit	\$20,000

SECTION 9: Personal Liability		
Personal Liability	ersonal Liability \$20,000,000	
Court Attendance Benefit	Per Day: \$100 Maximum: \$1,000	

SECTION 10: Rental and Personal Vehicle Excess - Not Insured

SECTION 11: Extra Territorial Workers' Compensation		
Weekly Benefits	\$500	
Damage, Costs and Expenses	\$500,000	
Aggregate Limit of Liability	\$500,000	

SECTION 12: Political & Natural Disaster Evacuation	
Evacuation Expenses	\$20,000
Specialist Security Services	\$50,000
Aggregate Limit of Liability – Section 12	\$250,000

SECTION 13: Search & Rescue Expenses		
Sum Insured (per person)	\$20,000	
Aggregate Limit of Liability	\$100,000	





SECTION 2: Kidnap and Ransom / Extortion Cover	
Kidnap and Ransom / Extortion Cover	\$250,000
Public Relations Benefit	\$15,000

SECTION 3: Hijack and Detention				
Maximum Sum Insured	\$6,000			
Daily Benefit	\$200			
Maximum Days	30			
Legal Cost	\$5,000			

Aggregate Limit of Liability (applicable to Sections 1 and 2 only)					
Any one (1) Period of Insurance (A) \$10,000,000					
Non-scheduled Flights (B)	\$1,000,000				
Any one (1) event with respect to War / Civil War (C)	\$500,000				
Any one (1) Period of Insurance with respect to War / Civil War (D)	\$1,000,000				
Any one (1) occurrence – Kidnap and Ransom / Extortion Cover (E)	\$1,000,000				
Aggregate Limit of Liability – Any one occurrence – Group Travel (F): \$300,000					

Categories of Insured Persons

Category	Age Limit			
1	Covered Persons aged under 13 years			
2	Covered Persons aged 13 to 17 years			
3	Covered Persons aged 18 to 75 years			
4	Covered Persons aged 76 to 90 years			
5	Covered Persons aged 90 to 95 years			

Coverage

SECTION 1: Personal Accident and Sickness					
Principal Lump Sum Benefit Events 1-9* - Categories	1	2	3	4	5
Accidental Death	\$15,000	\$30,000	\$250,000	\$50,000	Nil
Permanent Total Disablement	\$15,000	\$100,000	\$250,000	Nil	Nil
Paraplegia or quadriplegia	\$15,000	\$100,000	\$250,000	Nil	Nil





Principal Lump Sum Benefit Events 1-9* - Categories Cont.	1	2	3	4	5
4. Loss of sight in both eyes	\$15,000	\$100,000	\$250,000	Nil	Nil
5. Loss of sight in one (1) eye	\$15,000	\$100,000	\$250,000	Nil	Nil
Loss of use of one (1) or more limbs	\$15,000	\$100,000	\$250,000	Nil	Nil
Permanent and incurable insanity	\$15,000	\$100,000	\$250,000	Nil	Nil
8. Permanent Loss of (a) hearing in both ears (b) the lens in both eyes	\$15,000	\$100,000	\$250,000	Nil	Nil
9. Permanent Loss of (a) hearing in one (1) ear (b) the lens in one (1) eye	\$4,500 \$9,000	\$30,000 \$60,000	\$75,000 \$150,000	Nil	Nil

SECTION 1: Personal Accident and Sickness							
Categories	1	2	3	4	5		
Part B - Bodily Injury Resulting in Surgery - Benefits	Nil	\$20,000	\$20,000	Nil	Nil		
Part C - Sickness Resulting in Surgery - Benefits	Nil	\$20,000	\$20,000	Nil	Nil		
Part B - Weekly Benefits Injury Maximum Benefit period 156 weeks, subject to an excess period of 7 days	Nil	85% of pre- disability earning to a max of \$1,000 p/week	85% of pre- disability earning to a max of \$1,500 p/week	Nil	Nil		
Part C - Weekly Benefits Sickness (only applicable whilst on a Journey as defined under the policy) Temporary Total Disablement Maximum Benefit period 156 weeks, subject to an excess period of 7 days	Nil	85% of pre- disability earning to a max of \$1,000 p/week	85% of pre- disability earning to a max of \$1,500 p/week	Nil	Nil		
Note: INSURED PERSONS OVER 79 With respect to any Covered Person who is seventy-nine (79) years or over, cover under Section 1 – Part B – Weekly Benefits Bodily Injury shall apply whilst on a Journey only.							
Part D - Fractured Bones – Lump Sum Benefits	\$3,000	\$3,000	\$3,000	\$3,000	Nil		
Part E - Loss of Teeth or Dental Procedures – Lump Sum Benefits	\$2,000						
Part E - Loss of Teeth or Dental Procedures – Limit - Per Tooth	\$250						





SECTION 1: Personal Accident and Sickness							
Categories	1	2	3	4	5		
Additional Cover Under Section 1							
Specified Sickness - Death Benefit		\$30,000					
Corporate Image Protection			\$15,000				
Independent Financial Advice			\$7,500				
Coma Benefit		Ma	Per Week: \$500 ax Period: 26 wee				
Partner Retraining Benefit			\$15,000				
Spouse / Partner Accidental Death Benefit			\$25,000				
Dependent Child Supplement			Per Child: \$10,000 Per Family: \$30,00				
Orphaned Benefit			Per Child: \$10,000 Per Family: \$30,00				
Domestic Help Expenses for Accompanying Spouse		М	P/week: \$250 ax Period: 26 wee	eks			
Premature Birth / Miscarriage Benefit			\$5,000				
Tuition or Advice Expenses			\$4,500				
Modification Expenses			\$10,000				
Unexpired Membership Benefit			\$3,000				
Chauffeur Benefit			\$2,500				
Executor Emergency Cash Advance			\$25,000				
Accommodation and Transport Expenses			\$10,000				
Education Fund Benefit			\$5,000				
Out of Pocket Expenses	\$5,000						
Student Tutorial Costs (Maximum Benefit Period of 26 weeks – excess period 7 days)	\$250 \$250 \$250 Nil p/week p/week						
Childcare Benefit			\$5,000				
Replacement Staff / Recruitment Costs	\$5,000						
Air or Road Rage Benefit	\$5,000						
Carjacking Assault Benefit	\$5,000						
Reconstructive or Cosmetic Surgery Benefit			\$20,000				





SECTION 1: Personal Accident and Sickness									
Categories	1	1 2 3 4 5							
Terrorism Injury Benefit			er Person: \$20,00 ggregate: \$200,00						
Additional Cover Under the Poli	су								
Emergency Home Help (Maximum Benefit Period for 26 weeks – excess period 7 days)	\$250 p/week								
Non-Medicare Medical Expenses (Australia, PNG, East Timor & Solomon Islands)									
Covering Non-Medicare and medical expenses incurred following an accident but excluding medical expenses prohibited by legislation	\$5,000								

"Medical Expenses" means expenses that are *not subject to full or partial Medicare rebate or recoverable from any other source* and incurred within twelve months of sustaining injury. The insured expenses are for treatment certified necessary by a legally qualified medical practitioner to a registered Private Hospital, physiotherapist, nurse or similar medical service.

DEDUCTIBLE

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

PRINCIPAL EXCLUSIONS UNDER THE POLICY

The Insurer shall not pay Benefits with respect to any loss, damage, liability, Event, Bodily Injury or Sickness which directly or indirectly:

- results from a Covered Person engaging in or taking part in:
- flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers;
- flying in a privately owned and operated aircraft;
- training for or participating in professional sports of any kind.
- results from any intentional self-injury, suicide or any illegal or criminal act committed by the Policyholder, a Covered Person, a Spouse/Partner or Dependent Child. This exclusion does not apply to the Policyholder or any Covered Person who is not the perpetrator of such act or who did not know or condone any such act, however, in all cases, a Policyholder cannot benefit under this Policy from such act of a Covered Person.
- results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
- results from pregnancy or childbirth except for unexpected medical complications or emergencies arising therefrom.
- Hernia, howsoever caused.
- Involving persons over the age of 95 years.





Pre-Existing Conditions

Pre-Existing Condition means:

- a) any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor twelve (12) months immediately prior to the Covered Person's Journey; or
- b) the symptoms of any physical defect, condition, illness or disease which a reasonable person in the circumstances would be expected to be aware were caused by an underlying physical defect, condition, illness or disease at the time of booking their Journey.

The following conditions apply to pre-existing conditions:

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

Exclusion Under Section 4 - Medical, Evacuation and Additional Expenses

We shall not be liable for any expenses:

7. With respect to any Covered Person who is seventy-nine (79) years or over, except where the Covered Person is attending the annual rotary international convention, where the maximum sum insured is limited to \$50,000.

INSURER

Chubb Insurance Australia Limited

POLICY NUMBER

04PO003900





Personal Accident & Travel Insurance - FAQs

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

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

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 <u>21 days</u> 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.probussouthpacific.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 forsees 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 Insuran	ce Officer			Email:		
		District	wish	Date of Birth:/ n to advise that I will be t district Insurance Policies	ravelling as part of	
1. Brief Description	n & Purpose o	f Travel:				
			•••••			
2. Date(s) of Trave	l:/	/to/	_/	Duration:		days
3. Incidental Trave	el (e.g. Holiday	before/afterwards)	:			☐ YES / ☐ NO
side of or during predominately f	an authorise for the benefit	d Rotary trip to a mo of Rotary)	aximum	dental travel means trav of <u>21 days</u> (the purpose	of the overall Trip	being
	ned a Fit to Tra	avel letter from your		al Medical Practitioner?		YES / NC
5. Have you obtair	ned approval f	or travel? If so, pleas	se prov	ide details of the relevar	t person who prov	ided approval
District:	res / □ NO	Provided by:				
Club:	res / 🗌 NO	Provided by:				
RAWCS:	res / 🗌 NO	Provided by:				
Other:	res / 🗌 NO	Please specify Oth	er			
		Provided by:				
5. Is a Travel Risk I	Management	Plan in place?				☐ YES / ☐ No
7. Please note tha	t whilst travel	ling, there is NIL CO	/ER for	Rental Vehicle Excess W	aiver/	
3. Have you regist	ered with <u>ww</u>	w.smartraveller.gov.	<u>au</u> ?			🗌 YES / 🗌 NO
Club or District Rota	arian Contact:					
Phone Number:						
Email address:						
DIO TO COMPLETE						
COVER CONFIRMED	UNDER ROTA	ARY POLICY	Г	□ 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 forsees 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?

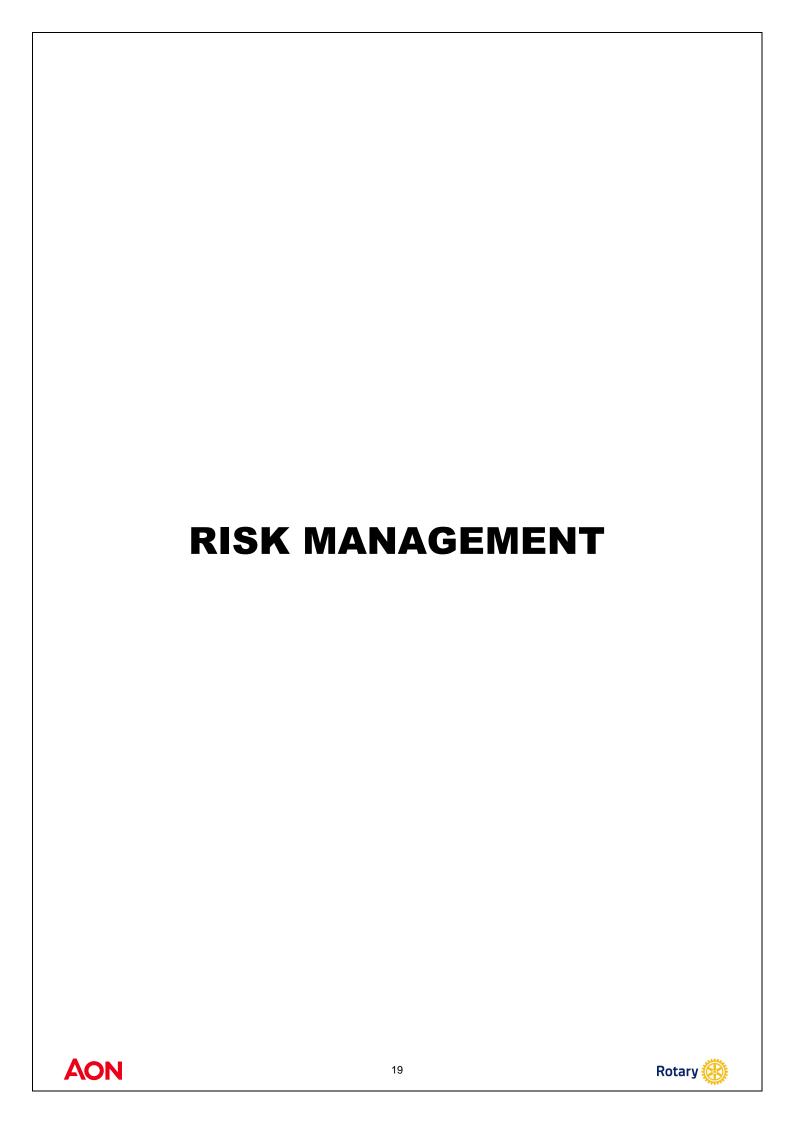
Yes, providing the age of the close relative does not exceed 80 years of age.

Am I covered to visit another Country when on exchange?

Yes, if approved by Host District.







Note: All these forms are editable and located on AonLine (AonLine Website)

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:

- Project and Event Notification Form;
- 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 located on AonLine (AonLine Website)

- Project and Event Notification Form (refer page 24)
 (It should be noted that activities of a repetitive nature such as Sausage Sizzles etc., only require one annual request form only)
- Risk Management Analysis Form (refer page 25)
- Risk Management Checklist/Assessment (refer page 26-30)
- General Release and Indemnity (refer page 31)
 (Required when participating in any sport, game, match, race, practice, training course, trial, contest or competition)
- Basic Checklist for a Project or Event (refer page 23)
- Youth Protection Compliance Requirements (refer page 47-53)
- Youth Volunteer Information and Declaration Form (refer page 57-64)
- Travel Insurance Authorisation Form (refer page 17)





Contract Review Guidelines

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

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

Assessment of Risks				
Establish the context	Identify the risk			



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



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

Indemnities

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

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

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





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

Contract Requirement	Explanation	Recommendations
Hold Harmless	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
Intentional or wilful, wrongful acts	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.
Waiver of Subrogation	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.
Named Insured	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.





Basic Checklist for a Project or Event

Following receipt of a completed Project and Event Notification Form and Risk Management Analysis

1.	Is this a Rotary Event?	☐ YES / ☐ NO
2.	Has the Club Board authorised this Event?	☐ YES / ☐ NO
3.	Does the event present any unique or high risk activities?	☐ YES / ☐ NO
4.	Is there evidence the Club is aware of responsibilities in regards to:	
	Risk Management	☐ YES / ☐ NO
	Contractual Liability e.g. Hold Harmless or request for unreasonable indemnity & insurance requirements.	☐ YES / ☐ NO
	Compliance with legislation as a minimum Workplace, Health & Safety and Food Handling.	☐ YES / ☐ NO
5.	Should a general release and indemnity be used? (Required when participating in any sport, game, match, race, practice, training course, trial, contest or competition)	☐ YES / ☐ NO
6.	Should Youth Volunteer Information and Declaration Forms be used?	☐ YES / ☐ NO
7.	Should I refer this to Aon for confirmation of Insurance coverage from our Insurers?	☐ YES / ☐ NO





Project and Event Notification Form

(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)				
to a	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. E	Date of Activity:/ Duration: From: To: Location of Activity:					
5.	Location of Activity.					
6.	Will the activity involve participation in any sport, game, match, race, practice,training or competition? \square YES / \square NO If "YES", please provide copy of Disclaimer for the even					
7.	Have you been asked by any other organisation to indemnity them as a third Party? (If yes, refer to your District Insurance Officer for advice before entering into any					
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).					
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?					
12.	2. Will alcohol be sold or supplied during the event?					
13.	Approximate number of community participants:					
14.	Risk Management Form Completed?	☐ YES / ☐ NO				
15.	Certificate of Currency required?	☐ YES / ☐ NO				
16.	16. If applicable, provide details of parties that have requested to be noted as interested parties.					
	arian Contact: (insert Rotarian's name) ails: Phone Number: (insert Rotarian's Phone Number)					
	ail address: (insert Rotarian's Email Address)					
	O USE					
DIC	DIO - COVER CONFIRMED UNDER ROTARY POLICY YES / NO					
DA	DATE:/					

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





Risk Management Analysis 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 ☐ YES / ☐ NO activity to provide their own "Public Liability Insurance"? (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 ☐ YES / ☐ NO party? (If "YES", refer to your District Insurance Officer for advice before entering into any agreement). ☐ YES / ☐ NO Have you been asked to hold any other organisation "harmless" under the Rotary 5. Insurance for the activity? (If "YES", refer to your District Insurance Officer for advice before entering into any agreement). 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

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? \square YES / \square 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.



10.

11.

Will the activity involve travel?

Will there be amusement rides at the event?



☐ YES / ☐ NO

☐ YES / ☐ NO

Risk Management Checklist

	A	ADEQUATE		COMMENTS
	YES	NO	N/A	
• PREMISES				
Floors				
Surface level				
Not slippery				
Free of debris				
Properly covered				
Stairs/Ramps:				
Surfaces level				
Not slippery				
Free of debris				
Properly covered				
Windows:	'		•	
Condition				
Security				
Lighting:	'		•	
General				
Emergency				
Fire safety:	'		•	
Suitable detection				
Equipment maintained				
Emergency exits				
Emergency signage				
General housekeeping:				
Car parks & Driveways	'		•	
Sealed/marked				
Free of ruts/holes				
Free of oil/contaminants				
Lighting				
Speed limiting/bumps				
Signage				
Free of debris/vegetation				
Pedestrian access				
External Pathways:	I	I	1	<u>'</u>
Free of damage				
Free of debris/vegetation				
Lighting				





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





		ADEQUATE		Έ	COMMENTS
		YES	NO	N/A	
	rground equipment checked and ntained on regular basis				
•	CHILDREN /STUDENTS				
	children being properly cared supervised?				
	carers/supervisors have proper reditation and certification (e.g. Blue ds)?				
Are any animal rides involved? Including but not limited to rodeos and any anciliary events, any activity involving horse riding.					Public Liability cover for these activities (including vicarious or contingent liability) are excluded under the policy.
•	AMUSEMENT DEVICES AT COMMUN	NITY EVEN	NTS		
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.					
Does Rotary own and operate the amusement device?					
If Ye	es,				To submit a referral – please provide the fully completed Project and Event
(a)	has this amusement device been referred to the Insurer during the policy period when the event will be held?				Notification Form, Risk Management Analysis Document and the Amusement devices checklist for owners and operators Safe Work Australia – available by this link or on pages 45-49
(b)	Has the Insurer specifically noted and agreed in writing to provide cover?				
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				
ii.	Rotary has no involvement at any time in the operation/or supervision of the ride AND				
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				





	e using an amusement device, the ator must ensure the following:		
a)	Amusement device registration with the relevant regulator		
b)	Prepaire and maintain an emergency plan for the ride		
c)	Ensure the amusement device is suitable for the intended purpose and is in a safe condition		
d)	Ensure the amusement device is only set up and operated in accordance with the manufacturer's instructions		
e)	The person/s in control of the device has received instruction and training in its proper operation		
f)	Log book and operating and maintenance manuals for the amusement device are provided and updated accordingly		
g)	Identify and manage any risks related to the site where the amusement device will be operated.		
h)	Undertake a separate risk assessment for each site and implement additional controls where necessary.		
Prope amus	e allowing a ride to operate - er checks and operation' of an ement device to protect workers, ns 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		
(b)	Safe start-up, operation and shutdown in accordance with the manufacturer's instructions		
(c)	Safe device control including safe speed, noise levels and emergency controls		
(d)	Safe access for, placement, management and security of patrons		
(e)	Providing safety instructions to patrons, and		
(f)	Safe exit from the amusement device		
trans _i	w safe work procedures for port, installation, commissioning, ation, inspections, maintenance storage of amusement devices		





ROTARY IDEALS		
Does the proposed activity / program follow the Ideals of Rotary, being mindful of the appropriateness and ethical standards required by Rotarians?		

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:
 - 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
 - the Insured 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

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:
 - 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

To the Rotary Club of	(insert Rotary Club's Name).	("Rotary")
(Insert name of specific Rotal	ry Function/Event)	("the Event")
1. _I ,		(Participant)
of		(home address)
Email and Mobile phone	3	
am aware and acknow	ledge that the Event involves inherent risks, including the in undertaking such activities, I do so at my own risk.	ne risk of injury or death and
and volunteers are releat person howsoever caus such injury or damage is	s a condition of participation in the Event that Rotary, its of ased by me from all liability howsoever arising from injury of ed (whether fatal or otherwise) arising out of my participations due to any negligent act, breach of duty, default and/or coes, agents or volunteers.	r damage to both property and on in the Event whether or not
(including legal costs on	officers and employees, agents and volunteers against all a solicitor and own client basis) arising out of or in connects of any kind arising directly or indirectly as a consequent	ction with any claims, actions,
	ee that my participation in the Event is as a consequence of understood the above warning, release and indemnity.	of my own free will and desire
or, in the event that I an	ears of age or older and am lawfully able to enter into this n a minor, I have the permission of my legal guardian to pagreed 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 participa	ating in the Event.	
injury or damage to both Participant's participatio	icers and employees, agents and volunteers from all liable property and person howsoever caused (whether fatal on in the Event whether or not such injury or damage is dumission on the part of Rotary, its officers and employees, and	or otherwise) arising out of the e to any negligent act, breach
(including legal costs or	officers and employees, agents and volunteers against all a solicitor and own client basis) arising out of or in conne ds of any kind arising directly or indirectly as a const	ction with any claims, actions,
Signed	Dated	/





Amusement Ride Risk Management



Australia September 2022

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 registra	tion? (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.
Does the amusement device require plant item registration	n2 (Regulation 246)
2. Does the amusement device require plant item registration	ii: (Negulation 240)
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 a safety of workers or patrons? (Regulation 244)?	altered in a way that may affect the health and
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 <i>Record keeping</i> section of the accompanying <i>General guide for amusement devices</i> .	□ 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 of statutory notices?	checks, maintenance, inspections, operator training and		
☐ 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 co 241)	empetent person recorded in the log book? (Regulation		
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? (Regula	ations 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, dismantled? (Regulation 204)	constructed, commissioned, decommissioned or		
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 note an existing property and do that	ripali da manufasti waka inatowatiana ta aat un and
10. Are safe operating procedures available and do the dismantle mobile amusement devices?	y include manufacturer's instructions to set-up and
☐ Yes	☐ No – If not readily available, ask the supplier for relevant safety information (Regulation 198).
	relevant salety information (Negulation 190).
11. Have hazards been identified and risk control meas safely set-up and operated, for example emergency pla sloping ground and drainage? (Regulations 34, 35 and	nning, overhead electric lines, overhanging trees,
□ Vaa	No very private identify because and implement
☐ Yes	
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 und	
☐ 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 ele	ectrician, checked the electrical safety (where
applicable) after the amusement device has been set-u	
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 c	abling or connections required? (Regulation 150)
Yes – extension leads and cables used to feed the amusement device within the amusement	∐ No
device and plug-in electrical equipment should be	
tested. Cables should be secured and located to	
avoid tripping hazards and damage.	
16. Have you prepared and maintained an emergency p	plan for the workplace? (Regulation 74)
Yes	☐ No – you must prepare an emergency plan.





17. Are suitable amusement device entry and exit points emergency and can emergency vehicles and equipment			
☐ 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 sign enclosed amusement devices or where a device is oper <i>Note</i> : For ghost trains and other amusement devices realluminate if power is switched off or fails.	rated in an enclosed area?		
Yes – check the internal lighting and emergency signs are lit.	□ No		
19. Does the amusement device have fire extinguishing inspected?	equipment and has any equipment provided been		
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 amuse	ement 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 before operation each day by a person who has been 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.	





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.

Property

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.
- 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
 - Do all things reasonably practicable to minimise interruption to business.

Motor Vehicle Fleet Claims Reporting

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

In the event of the unfortunate circumstance that your motor vehicle is damaged or stolen please contact Vero Claims *First Response Unit* on 1800 222 043 and advise the operator that you are driving a vehicle covered by policy number **MSL009529308**.

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

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

AT THE SCENE OF THE ACCIDENT:

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





Claims Made Policies

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

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

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

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

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

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

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

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

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

Notifiable Matters

The following provides a practical guide as to notifiable matters:

Claims:

- civil proceedings or written demand against the Company and/or individual insured seeking damages
 e.g. letter of demand alleging breach of employment practices duty,
- criminal proceedings against the Company and/or an individual insured e.g. charge of breach of Occupational Health & Safety Act,
- administrative or regulatory proceedings e.g. notice of proceedings for breach of Corporations Law regulations.

Circumstances:

- awareness of conduct which may give rise to civil proceedings e.g. through allegations of breach of employment practices,
- awareness of conduct which may have breached laws, and which may result in criminal proceedings against an Insured and its representatives,
- awareness of a breach of regulations which may give rise to administrative or regulatory proceedings.

Securities Claim:

- written demand against the Insured seeking damages, e.g. alleging inadequate disclosure in a company document.
- Representation at investigations and examinations:





 receipt of notice (written or oral) that a representative of the Company and/or individual Insured is required to attend or appear at an official investigation, examination or inquiry into the affairs of the Company.

Notification Procedure

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

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

Travel & Personal Accident

In the event of an Emergency:

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

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

The telephone number to call is:

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

The website address is:

www.chubbassistance.com/au





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

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





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

All Other Claims (Non-Emergencies)

- Where there has been loss or theft/burglary of luggage, personal effects, travel documents, laptop computers, money and credit cards, report the loss to the local police or responsible officer of any airline or vessel on which you are travelling. A copy of the police report or the airline's acknowledgment and their reply for compensation must be retained and forwarded to your underwriter.
- Complete the Corporate Travel Claim Form and attach additional supporting documentation such as:
 - quotes for replacement baggage,
 - o overseas medical invoices,
 - o 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),
 - o 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 (<u>A&HClaims.AU@chubb.com</u>) 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 **PROMPLTY.** 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. doctor's 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 Rotar	ry Organisation:		
Details of Incident			
Date of Incident			Time:
Date Reported to you:			Time:
Reported by:			
Exactly where did the incid	ent occur:		





What did the injured								
Times and the injuries	d party rep	ort happe	ened:					
What was the caus	e of the inc	cident:						
Item description:								
Type of damage/los	SS:							
_								
Estimated costs:								
Personal Injury De	etails (as r	operted b						
	`	eported t	by the injured party	y)				
Part of body injured						L 🗆	R	
Part of body injured	l: (select a			Left or Right)		L O	R R	
Part of body injured Head / Neck Eyes & Features	l: (select a			Left or Right) Arms / Wrists				_
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Part of body injured Head / Neck Eyes & Features Back / Trunk Feet / Toes Possible Nature of	l: (select a	ppropriat L _	e box(es) – L/R = R □ priate box(es)) Break	Left or Right) Arms / Wrists Hands / Fingers Leg / Ankle Other	Spr	L 🗆	R	

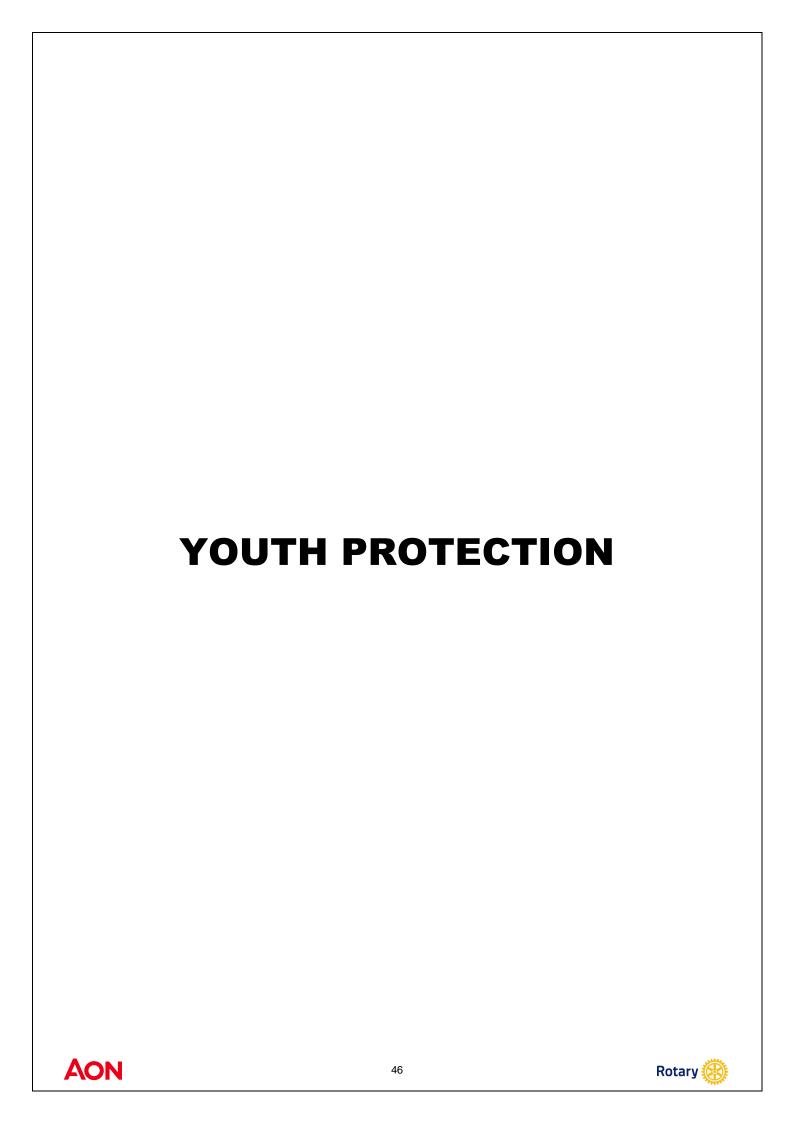




ull name of witness to incident:	(Surname)	(6	Given Names)
ddress of witness:	(Gurnamo)	(0	invoir ryamos)
State:	Postcode:		
ontact Phone No:	Email:		
elationship to injured party:			
/itness comments (exact):			
ctions taken to prevent recurrence:			
eport completed by:			
	(Block Le	etters)	
confirm the incident areas have bee	n inspected by me. Photograph a	vailable	□ Y/N □
ignature:		Date:	
dditional comments:			







V2 July 2019

ROTARY ZONE 8 *YOUTH PROTECTION POLICY SUMMARY

* 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 <u>Transportation</u>

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 <u>reasonable suspicion</u> 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 a Project and Event Notification Form, Risk Management Analysis 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





MANAGEMENT SPECIFIC TO YOUTH EXCHANGE PROGRAM (YEP)

Club Youth/Student Protection Compliance Checklist

To be completed by authorised Club Officer:

	Requirement	$\sqrt{}$	Remarks
1	Club is familiar with District Protection Policy		
2	All "Volunteers" reference & criminal history checked.		
	Club maintains a Register of Volunteer Declarations		
	Copies of all sent to District for record retention		
,	Counsellors have been appropriately selected and trained		
;	Host Families have been screened and briefed		
•	Students have been briefed on Youth Protection		
	Students have been briefed on travel approval procedure		
	Club has received protection training from District		
0	Emergency Response and Reporting Procedure provided		
1	Club is familiar with RI Allegation Reporting Guidelines		
2	Club has completed annual Compliance Declaration		
3	Club has completed a basic name search online for all members, volunteers and responsible adults that will be working with children		
13 Comp	Club has completed a basic name search online for all members, volunteers and responsible adults that will be		







Basic Youth Protection Screening

Statement of Renewal

I, with Children Check/Card and it has b		_ confirm	that I	have a	Working
Card number	Expiry date				
Date of Birth//					
and certify that all other details record	led on my Volunteer Declaration remai	n unchange	ed.		
Signed	Date				





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/Rotaract Youth Volunteer Information and Declaration Form

Rotary District	Rotary / Rotaract Club			
	ndatory for VOLUNTEERS. RES n Page 84 for further information			
PERSONAL DETAILS				
Name:		DOB:	Click or tap to ente	r a date.
Email Address:		Phone Numbe	r:	
Address:				
Period at Address (Yea	ars):			
Occupation:		Employer (If A	pplicable):	
_				
PROGRAM INVOLVE	MENT			
Do you have any past i	nvolvement/experience with yout	h? NES	S/□NO	
If yes, please outline in	the space below.			
Which of the following advise all that apply.	Youth Programs will you be invol	ved with/may be	involved with in the fu	ture? Select or
RYPEN:	RYDA: NYSF:		MUNA:	RYLA: 🗌
Interact:	Science and Engineering Challe	enge: 🗌	Rotary Youth Exchai	nge: 🗌
Other (including Club p	rograms: please outline):			
What will your role/s be	e in the programs you selected ab	ove?		









PERSONAL REFERENCES

NOTE: Only ONE (1) referee may be a Rotarian/Rotaractor, and NO referees may be family members.

REFEREE 1 DETAILS	
Name:	
Email Address:	
Phone Number:	
Relationship to Volunteer	
Have you informed this referee that they will be contacted by Rotary/Rotaract for the purpose of a Personal Reference Check?	☐ YES / ☐ NO
REFEREE 2 DETAILS	
Name:	
Email Address:	
Phone Number:	
Relationship to Volunteer	
Have you informed this referee that they will be contacted by Rotary/Rotaract for the purpose of a Personal Reference Check?	☐ YES / ☐ NO
REFEREE 3 DETAILS	
Name:	
Email Address:	
Phone Number:	
Relationship to Volunteer	
Have you informed this referee that they will be contacted by Rotary/Rotaract for the purpose of a Personal Reference Check?	☐ YES / ☐ NO









POLICE CHECK AND CRIMINAL HISTORY

WWCC/WWVP Number:	Expiry Date:	Click or tap to enter a date.
NOTE : You will be required to provide a copy of your WWCC/declaration form.	WWVP document wher	n submitting this
Have you ever been charged with or been found guilty of char or verbal abuse, including but not limited to domestic violence		hysical, YES / NO
NOTE : If YES, please provide an explanation in the space pro any incident(s), and the country and state in which the incident diversion should also be recorded, as should the final outcome have been made against you.	nt(s) occurred. Any char	ges that resulted in a
VOLUNTEER DECLARATION		
I,, certify the follow	ving:	
	re true and correct at the appy for *Rotary/Rotara above to be contacted becision as to my suitabiles of *Rotary/Rotaract's e	act to contact them. by *Rotary/Rotaract to lity as a Youth Program enquires, will be held by the
 All statements and information provided in this form a I have contacted my listed referees, and they are all h I give my full permission for any of the referees listed confirm my suitability as a Youth Program Volunteer. I agree to abide unreservedly by *Rotary/Rotaract's de Volunteer in Rotary and affiliated Youth Programs. I acknowledge that copies of this form, and the results 	re true and correct at the appy for *Rotary/Rotara above to be contacted be ecision as to my suitabiles of *Rotary/Rotaract's early Rotary District	act to contact them. by *Rotary/Rotaract to lity as a Youth Program enquires, will be held by the crict for which this Volunteer
 All statements and information provided in this form a I have contacted my listed referees, and they are all h I give my full permission for any of the referees listed confirm my suitability as a Youth Program Volunteer. I agree to abide unreservedly by *Rotary/Rotaract's de Volunteer in Rotary and affiliated Youth Programs. I acknowledge that copies of this form, and the results coordinator of any program for which I volunteer and I NOTE: For these purposes, Rotary/Rotaract means the Rotar Information and Declaration Form is submitted, and any other	re true and correct at the appy for *Rotary/Rotara above to be contacted be ecision as to my suitabiles of *Rotary/Rotaract's early/Rotaract Club or District Rotary/Rotaract Club or e.	act to contact them. by *Rotary/Rotaract to lity as a Youth Program enquires, will be held by the cict for which this Volunteer or District that conducts a
 All statements and information provided in this form a I have contacted my listed referees, and they are all h I give my full permission for any of the referees listed confirm my suitability as a Youth Program Volunteer. I agree to abide unreservedly by *Rotary/Rotaract's de Volunteer in Rotary and affiliated Youth Programs. I acknowledge that copies of this form, and the results coordinator of any program for which I volunteer and I NOTE: For these purposes, Rotary/Rotaract means the Rotar Information and Declaration Form is submitted, and any other Youth Program for which I volunteer, either now or in the future I HAVE READ AND UNDERSTOOD THE ABOVE DECLARA 	re true and correct at the appy for *Rotary/Rotara above to be contacted be ecision as to my suitabiles of *Rotary/Rotaract's early/Rotaract Club or District Rotary/Rotaract Club or e.	act to contact them. by *Rotary/Rotaract to lity as a Youth Program enquires, will be held by the cict for which this Volunteer or District that conducts a









DEFINITIONS

VOLUNTEER:

A **VOLUNTEER** is any adult involved with <u>Rotary Youth Program</u> 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
- Rotaractors
- Spouses or Partners of Rotarians/Rotaractors
- Persons who host youth/students for activities or outings
- Persons who are responsible for transporting youth/students to Rotary or affiliated Youth Programs, events, or functions
- Host parents and other adult (over 18) residents of host homes (incl. 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 (over 18) 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 may 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.

NOTE: Any police check required by State or Territory legislation should still 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 AUTHORISED CLUB OFFICER

Name of Authorised Club Officer:				
Position:	Club:	·		District:
Email Address:				
Signature (of Authorised Club Officer)):		Date:	Click or tap to enter a date.
REFEREE CHECK 1				
Name:				
Relationship to Volunteer:				
Date Contacted:				
Referee Contact Method (select all the	at apply):	Phone Call:	In-Pers	on Interview
Questions:				
How long have you known this individ	lual?			
In what capacity do you know this ind	ividual?			
Do you think this individual is well qua	alified to work with	n youth?		
Would you have any reservations aborderson to volunteer/serve in a Rotary				☐ YES / ☐ NO
Comments:				
REFEREE CHECK 2				
Name:				
Relationship to Volunteer:				
Date Contacted:				
Referee Contact Method (select all the	at apply):	Phone Call:	In-Pers	on Interview









Questions:			
How long have you known this individ	dual?		
In what capacity do you know this inc	lividual?		
Do you think this individual is well qua	alified to work w	ith youth?	
Would you have any reservations aborerson to volunteer/serve in a Rotary			☐ YES / ☐ NO
Comments:			
REFEREE CHECK 3			
Name:			
name:			
Relationship to Volunteer:			
Date Contacted:	Click or tap to e	enter a date.	
Referee Contact Method (select all th	at apply):	Phone Call:	In-Person Interview
Questions:			
How long have you known this individ	dual?		
In what capacity do you know this inc	lividual?		
Do you think this individual is well qua	alified to work w	ith youth?	
Would you have any reservations aborderson to volunteer/serve in a Rotary		•	☐ YES / ☐ NO
Comments:			
Comments:			
Comments:			









BACKGROUND CHECKS AND CRIMINAL RECORD CHECKS

Background Checks and Criminal Record 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 Rotary or affiliated Youth Program.

Many youth-serving organisations 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

When completing a Rotary/Rotaract Youth Volunteer Information and Declaration Form, simply requesting references in the application is NOT sufficient. An Authorised Club Officer (i.e. Protection Officer) is required to contact each reference by phone or in person and ask questions, such as those set out above.

Authorised Officers must record the contact date and responses from each referee interview and include it within the volunteer's form.

CHECKLIST (AUTHORISED CLUB OFFICER ONLY) The following has been provided by the Volunteer listed in this Rotary/Rotaract Youth Volunteer Information & Declaration Form (tick all that apply): Completed Rotary/Rotaract Youth Volunteer Information and Declaration Form Working With Children Check (WWCC) or Working With Vulnerable People (WWVP) Number Additional Resources/Files (if provided by the Volunteer, please detail/describe below) The following has been completed by the Authorised Club Officer (tick all that apply): WWCC/WWVP Number has been verified as current and valid in its relevant State or Territory. All THREE (3) listed references have been successfully contacted and confirm the Volunteers' suitability





to volunteer/serve in a Rotary or affiliated Youth Program.





ROTARY/ROTARACT CLUB DECLARATION (CLUB PRESIDENT ONLY)

l,	, President of the
verify that	has satisfactorily completed this Rotary/Rotaract
Youth Volunteer Information and D	Declaration Form. I certify that:
 suitability to volunteer/serv The Volunteer's Working V number is current and has 	en contacted by the Authorised Club Officer to confirm the Volunteers ve in Rotary or affiliated Youth Programs. Nith Children Check (WWCC) or Working With Vulnerable People (WWVP) been verified in its relevant State or Territory. Int to be a suitable volunteer for Rotary and affiliated Youth Programs.
Signature (of President):	Date: Click or tap to enter a date.
Email Address:	
Phone Number:	





Register of Youth Volunteers

Rotary Club	
Last Updated	

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





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 the Club President, Club Youth Protection Officer, District Youth Protection Officer and the District Insurance Officer. A report should also be made to RI through the portal at https://ri.i-sight.com/portal After submitting the report, please continue to update everyone as further information develops.

REPORTER INFORMATION

Reporter's Name:		Title/Role:				
District:		Telephone(s):				
Date & time of report:		Email:				
ALLEGED VICTIM INFORMATION						
Last Name:		First Name:				
Date of Birth:		Citizenship:				
If incident occurred during	g a Rotary Youth Exchange, please provide	the program detai	ls listed below:			
Host District:		Host Club:				
Sponsor District:		Sponsor Club:				
Host Family Name & Address:		Host Family Phone:				
ALLEGED OFFENDER INFORMATION						
Last Name:		First Name:				
Relationship to the youth named above:		Title/Role (if applicable:				
Club name (if Rotarian):						
Other Parties Involved: (contact information)						





SUMMARY

Date and time of incident:				
Location of incident:				
Please provide details of the incident:				
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?				
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 of	icer, etc)			
1. 4.				
2. 5.				
3. 6.				
Has the alleged incident been reported to local law enforcement?				
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?		□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);			





						T
Have you received any media inquiries regarding the allegation?					☐ Yes	□No
If so, please describe):					
			UP	DATE		
Provide any additions	al details or r	esults of investiga		ting to this incident since the initial rep	ort to RI:	
Trovide dry additions	ar dotails or it	ound of invodiga	uons reia	ing to and morderit since the initial rep	ore to ru.	
Combined Rotary In	ternational	Districts of Aust	ralia Sexı	ual Abuse Incident Report		
			Insur	ed Name		
Rotary Club of						
Rotary District						
		Ro	porters (Contact Details		
Name			<i>p</i>			
Address						
Email Address						
Phone Number						
,		When	n did the i	ncident happen?		
Date of Incident:				Time of Incident:		
	Where did it happen?					
Address/location of	incident:					
Alleged Victim's Information:						
Name:	Name:					
Description of Victir	Description of Victim if name is unknown:					
Gender:						
Date of Birth:			Age:			
Address:	I					
Phone Number:						





Alleged Offender Information:				
Name:				
Relationship to the Victim				
Rotary Club of (if Rotarian):				
Other Parties Involved:				
	What happened?			
Describe the incident and the immediate respon Incident details should be a brief factual account of incident occurred.	ses: the incident. Include who was involved; how, where and when the			





What actions have been taken?

Please describe what actions ha reoccurrence of the incident:	ve been taken to a	ddress safety risk	s and what will be	e done to prevent
			T	
Police contacted:	☐ Yes	□No	Time:	Date:
Police officer's name:			Phone Number:	
Police investigation:	☐ Yes	□No	Date:	
Has the Victim been offered any support services? If so, please describe the service/ provider:				
Please list all individuals or organizations that have been informed of the alleged incident to date. (Example: districts, clubs, youth participant's legal guardians, district governor, youth protection officer, etc)				
Reporting person's name:				
Signed:				
Date				





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 <u>Aon Privacy Notice</u>. 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 <u>Aon Privacy Notice</u>. Further information about our privacy practices can be located in the <u>Aon Australia Group Privacy Policy Statement</u> which can be viewed on our website at www.aon.com.au or a copy can be sent to you on request by your Aon representative.

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

Privacy Officer -

By email: privacyofficer@aon.com.au

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

By phone: (02) 9253 7000





Other

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

Claims Made

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

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

Occurrence Basis

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

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

Average or co-insurance

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

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

Non-Admission of Liability & Subrogation

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

Retroactive Date

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

Financial Services Guide

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

Retention of remuneration

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

Waiver of rights

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

Sanctions

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

Regular Review of Sums Insured/Declared Values

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

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

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

Version January 2022



