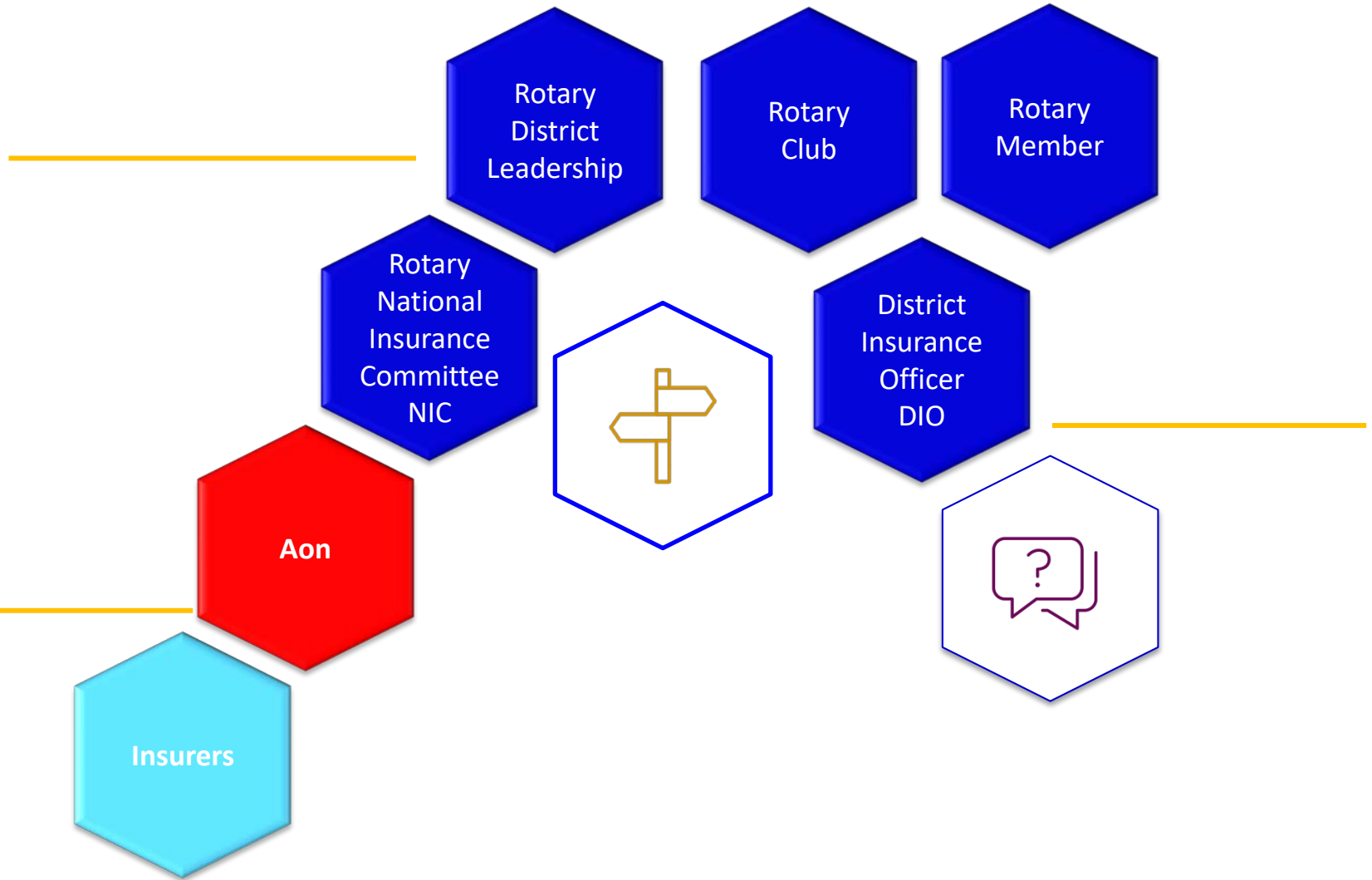


INSURANCE

Bob Chary
District Insurance Officer

PDG David Cook
National Insurance Committee

Risk Management and Insurance Program Inquiries



RNIP COMMITTEE

Peter Kaye
Chairman
(District 9550)

pkaye1@bigpond.com

David Tolstrup
Committee Member
(District 9810)

tolstrup@futureweb.com.au

David Cook
Committee Member
(District 9685)

drcook@ozemail.com.au



DIO ROLES AND RESPONSIBILITIES

Day to Day	Referral point for insurance / risk management queries.
	Assist District & National officials in promoting the benefits of managing risk
	Assist Rotary members in identifying and managing risk associated with the various activities undertaken within Rotary.
	Insurance presentation at PETS, Assemblies etc.
	Advice and support for District Protection Officers.
	Travel insurance support and advice to YEP.
	Provision of Insurance Certificates of Currency.
To respond to inquiries as best they can, but recognise that if in doubt they should refer to Rotary's risk and insurance advisor, Aon.	
Incident & Claims Management	To immediately notify Aon in the event of a claim or circumstance that may give rise to a claim under the RNIP, and the Provision of relevant Claim and Incident Report forms.
	Furthermore, to assist with the handling of a claim and act as the conduit between Aon, Insurers and the Rotary Clubs.
Insurance Renewal	To oversee the timely and accurate collection of information required at renewal of the insurance program.

WHO IS INSURED?

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

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

- An entity whose activities, charitable direction and finance are in the majority controlled by, or affiliated with, an Australian Rotary Club or District or Institute or Rotary International.
- An entity that agrees to implement and follow the risk management, general management, and guidelines as recommended by Rotary Australia and Rotary International;

WHO IS INSURED?

- An Australian Rotary Club or District or Institute or Rotary International confirms in writing to the entity and the Rotary Australia National Insurance committee that the entity complies with the above definition and the entity is recognised as a Rotary entity.

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

2017 / 2018 INSURANCE PROGRAM SUMMARY

INSURANCE:	PROPERTY (ISR)	PUBLIC LIABILITY	PERSONAL ACCIDENT /TRAVEL	ASSOCIATION LIABILITY	MOTOR VEHICLE	CRIME	STALLHOLDERS LIABILITY	YEP	CYBER
LIMITS:	MATERIAL DAMAGE \$500,000 CONSEQUENTIAL LOSS \$25,000	PUBLIC LIABILITY \$50,000,000 MOLESTATION \$2,000,000 STATUTORY LIABILITY \$150,000	DEATH & CAPITAL BENEFITS \$250,000	\$10,000,000	\$10,000 per caravan/trailer Market Value for other Vehicles	\$50,000 per loss	PUBLIC & PRODUCTS LIABILITY \$10,000,000	DEATH & CAPITAL BENEFITS \$135,000	\$250,000
RETENTION:	Earthquake Subterranean Fire or Volcanic Eruption \$20K or 1% Personal Property & Machinery Breakdown \$500 Named Cyclone \$10,000 All Other Losses \$1,500	Molestation \$25K Statutory Liability \$5K All Other Losses \$1,000	Weekly Benefits 7 Days	\$2,000 Employee Fraud or Dishonesty	\$1,000 whilst hired out \$500 all other claims	\$100,000 each and every claim	\$500 each and every claim	Weekly Benefits 7 Days	\$2,500
		QBE	CHUBB	CGU / CHUBB	VERO	ACE	ONE UNDERWRITING	CHUBB	CFC

INDUSTRIAL SPECIAL RISKS INSURANCE

Limits of Liability

- Section 1 – Material Loss or Damage - \$500,000
- Section 2 – Consequential Loss - \$25,000

Declaration of Assets to be Insured

- Declared Values – Automatic Coverage - \$50,000 per Club without declaration
- Properties (Building & Contents) Over \$50,000 declaration required
- Loss of Revenue or Rental

PUBLIC & PRODUCTS LIABILITY INSURANCE

Limits of Liability

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

Deductible / Policy Excess

Named Insured

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

Rotary Australia Molestation Excess Fund Overview

MOTOR VEHICLE FLEET INSURANCE

Premium

- ❖ Based on up to ten (10) unspecified trailers or caravans per District at any one time with a sum insured of less than \$10,000 per vehicle
- ❖ Importance of completing Motor Vehicle Schedule as part of the Insurance Renewal Declaration

Separate declaration required for:

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

PERSONAL ACCIDENT & TRAVEL INSURANCE

Insured Persons

- Nominated Rotary Districts and Clubs, Rotaract and Interact Clubs including clubs in course of formation, incorporated or unincorporated.
- Members of Rotary including spouses (and de factos and partners), volunteer workers, honorary members, host families, prospective members (from the time their membership has been approved) District, Club and Institute Committees and Sub-committees, other bodies and the boards thereof and **participants** in all Rotary activities for their respective rights and interests.

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

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

Age Limits - to 95 Years of Age

PERSONAL ACCIDENT & TRAVEL INSURANCE

What constitutes a trip for insurance purposes?

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



PERSONAL ACCIDENT & TRAVEL INSURANCE - FAQs

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

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

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

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

This is only required for Rotarians embarking on International Travel. It is used to determine

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

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

Members of Rotary **spouses, de factos and partners are covered.**

PERSONAL ACCIDENT & TRAVEL INSURANCE - FAQs

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.

Can I travel wherever I like?

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

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

If using Rotary Travel Insurance a [“Fit to Travel” letter](#) must be obtained from a General Medical Practitioner.

Am I covered if I hire a car?

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.



STALLHOLDERS LIABILITY INSURANCE

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

ASSOCIATION LIABILITY INSURANCE

Limits of Liability

Section 1	Professional Liability	\$10, 000,000 any one claim and \$20,000,000 in the aggregate
Section 2	Management Liability	\$10,000,000 any one claim and \$20,000,000 in the aggregate
Section 3	Association Liability	\$10,000,000 any one claim and \$20,000,000 in the aggregate
Section 4	Employment Practices Liability	\$10,000,000 any one claim and \$20,000,000 in the aggregate
Section 5	Employee Fraud or Dishonesty -	\$100,000 any one claim

Excess

Professional Liability / Management Liability / Association Liability & Employment Practices Liability	Nil
Employee Fraud or Dishonesty	\$2,000

Section 1 - Professional Liability

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

Section 2 - Management Liability

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

Section 3 - Association Liability

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

Section 4 - Employment Practices Liability (Association Cover)

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

Section 5 - Employee Fraud or Dishonesty

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



CYBER LIABILITY INSURANCE

INSURING CLAUSE		SECTION		LIMIT OF LIABILITY (EACH AND EVERY CLAIM)	DEDUCTIBLE (EACH AND EVERY CLAIM)
1	CYBER INCIDENT RESPONSE	A	INCIDENT RESPONSE COSTS	\$250,000	NIL
		B	LEGAL AND REGULATORY COSTS	\$250,000	\$2,500
		C	IT SECURITY AND FORENSIC COSTS	\$250,000	
		D	CRISIS COMMUNICATION COSTS	\$250,000	
		E	PRIVACY BREACH MANAGEMENT COSTS	\$250,000	
		F	THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS	\$250,000	
		G	POST BREACH REMEDIATION COSTS	\$50,000 subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event, each and every claim	
2	CYBER CRIME	A	FUNDS TRANSFER FRAUD	\$250,000	\$2,500
		B	THEFT OF FUNDS HELD IN ESCROW	\$250,000	
		C	THEFT OF PERSONAL FUNDS	\$250,000	
		D	EXTORTION	\$250,000	
		E	CORPORATE IDENTITY THEFT	\$250,000	
		F	TELEPHONE HACKING	\$250,000	
		G	PHISHING	\$250,000	



CYBER LIABILITY INSURANCE

INSURING CLAUSE		SECTION		LIMIT OF LIABILITY (EACH AND EVERY CLAIM)		DEDUCTIBLE (EACH AND EVERY CLAIM)	
3	SYSTEM DAMAGE AND BUSINESS INTERRUPTION	A	SYSTEM DAMAGE AND RECTIFICATION COSTS	\$250,000	Including costs and expenses	\$2,500	Excluding costs and expenses
		B	SYSTEM BUSINESS INTERRUPTION	\$250,000		8 Hours	
		C	CONSEQUENTIAL REPUTATIONAL HARM	\$250,000		\$2,500	
		D	LOSS ADJUSTMENT COSTS	\$25,000		Nil	
4	NETWORK SECURITY & PRIVACY LIABILITY	A	NETWORK SECURITY LIABILITY	\$250,000	Including costs and expenses	\$2,500	Excluding costs and expenses
		B	PRIVACY LIABILITY	\$250,000			
		C	MANAGEMENT LIABILITY	\$250,000			
		D	REGULATORY FINES	\$250,000			
		E	PCI FINES, PENALTIES AND ASSESSMENTS	\$250,000			
5	MEDIA LIABILITY	A	DEFAMATION	\$250,000	Including costs and expenses	\$2,500	Excluding costs and expenses
		B	INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT	\$250,000			
6	TECHNOLOGY ERRORS AND OMISSIONS	Not insured					
7	COURT ATTENDANCE COSTS	Aggregate limit of liability:		\$100,000		Nil	
		Per Day		\$2,000			



CYBER INCIDENT RESPONSE

- CFC has a 24/7 Global Incident Response Centre
- After the initial triage process, you will be assigned a dedicated and experienced claims handler at CFC that will act as your primary point of contact throughout the lifecycle of the claim. Your contact will support you during and after an incident, including:
- Providing access to the extensive CFC partner network, including offering advice as to the right companies to use to resolve your particular incident quickly and cost effectively.
- Coordinating the incident response and carefully reviewing the scope of work and performance of the specialist teams, ensuring that the incident is handled within the scope of your policy and alerting you when this is not the case.
- Providing central communication and a single point of contact to ensure that you and your key stakeholders are kept up to date with the progress of any claim.

CYBER INCIDENT RESPONSE LINE:

- In the event of an actual or suspected cyber incident
- please call our Cyber Incident Response Team on the **toll free 24-hour hotline number: 1800 803 202** or email cyberclaims@cfcunderwriting.com

CRIME / FIDELITY GUARANTEE

1. Interest: Loss arising as a result of employee dishonesty (“employee” means temporary personnel supplied by outside agencies, students, secondees, volunteers or members of Rotary whilst performing services to Rotary)
 2. Geographical Limits: Anywhere in Australia
 3. Limit of Cover: \$50,000 each & every loss & unlimited in the aggregate
- Excess: \$100,000 each & every claim
 - (The Crime policy is a layer that sits on top of the Association Liability policy.
 - The excess of \$100,000 relates to the Association Liability policy limit (Section 5)
 - Basically, if the loss exceeds \$100,000, the remainder unclaimed on the Association Liability policy would then be claimed under the Crime policy.)

Youth Exchange Travel

- **Long Term YEP has separate policy**
- Personal Accident & Travel Insurance with Chubb Insurance
- Period 31st December 2016 to 31st January 2018
- Cover for all Australian Outbound Students and selected Inbound Students
- **Fit for Travel Letter** from Student's Doctor is a condition of the policy and will be called upon at claim time.
- **Smart Traveller** - Travel Advice is a condition of cover to follow this advice.
- Claims Reporting = DIO

Risk Management

- **a definition:**

- *“Risk management is a way to identify and avoid some future event that might cause harm”.*

- We need to know what could go wrong, and what we can do to prevent it from occurring.

RISK MANAGEMENT PRINCIPLES

- Use of the - A guide for Clubs
- Completion of the Insurance Pro Forma
- **Basic Risk Assessment Checklist**
- Use of the Risk Management Form & Checklist
- Importance to not accept unfavourable Insurance and Indemnity Conditions that form part of Terms and Conditions for the use of:
 - Local Government facilities such as Parks, Halls and Beaches (ANZAC Day)
 - Commercial facilities such as Conference Centres or Halls
- General Release and Indemnity – Participants in such events as:
 - Bicycle Rides
 - Golf Days
- **Stallholder Release and Indemnity**

Policy

- It is the policy of District 9685 that all events and activities shall be reviewed to manage any risk issues that may impact on the reputation, finances, personal safety or other significant loss.
- A Risk Management Workbook (spreadsheet) is provided to allow an initial risk assessment to be carried out

Risk Matrix

	Negligible	Low	Medium	Major	Catastrophic
Frequent	4	5	6	7	8
Reasonably probable	3	4	5	6	7
Occasional	2	3	4	5	6
Remote	1	2	3	4	5
Very unlikely	0	1	2	3	4

Risk Rating	Colour	Action Required
Extreme		Event not to go ahead without discussion with District
High		Written action plan required
Moderate		Existing precautions to be enforced
Low		No action required

RISK MANAGEMENT DOCUMENTATION

- Insurance Pro Forma
- Risk Management Form
- Risk Management Checklist / Assessment
- General Release and Indemnity
- Youth Protection Compliance Requirements
- Youth Volunteer Information and Declaration Form (Form 3)
- Stallholder Release and Indemnity
- Travel Insurance Authorisation Form

BASIC CHECKLIST OF AN EVENT

Following receipt of a completed Insurance Pro-Forma

Is this a Rotary Event?	YES/NO
Does the event present any unique or high risk activities?	YES/NO
Is there evidence the Club is aware of their responsibilities in regards to:	
• Risk Management	YES/NO
• Contractual Liability e.g. Hold Harmless or request for unreasonable indemnity & insurance requirements.	YES/NO
• Compliance with legislation as a minimum Workplace, Health & Safety and Food Handling.	YES/NO
Should a General Release and Indemnity be used?	YES/NO
Should Youth Volunteer Information and Declaration Forms (Form 3) be used?	YES/NO
Should I refer this to Aon for confirmation of Insurance coverage from our Insurers?	YES/NO



Role of Club Risk Management Officer

Day to Day	Referral point for insurance / risk management queries.
	Assist the Board in promoting the benefits of managing risk
	Assist Rotary members in identifying and managing risk associated with the various activities undertaken within Rotary.
	Insurance presentation to the club
	Advice and support for the club Protection Officer.
	General insurance support and advice to YEP Students.
	Youth Protection compliance.
	Provision of Insurance Certificates of Currency.
To respond to inquiries as best they can, but recognise that if in doubt they should refer to the DIO	
Incident & Claims Management	To immediately notify the DIO in the event of a claim or circumstance that may give rise to a claim under the RNIP, and the Provision of relevant Claim and Incident Report forms.
	Assist with the handling of a claim
Insurance Renewal	To oversee the timely and accurate collection of information required for the Club Insurance and Protection Declaration

ROTARY INSURANCE PRO FORMA

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

•The Rotary Club of.....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. Brief Description of Activity

.....

•2. Date of Activity: ____/____/____ Time and Duration.....

•3. Location of Activity:

•4. **Will the activity involve participation in any sport, game, match, race, practice, training course, trial, contest or competition? YES / NO. If "YES", please provide copy of Disclaimer for the event.**

•5. Have you been asked by any other organisation or person to (a) indemnify them as a third party, or (b) Hold any other organisation "harmless" under the Rotary insurance for the activity? **YES /NO**

•(If yes , refer to your District Insurance Officer for advice before entering into any agreement)

•6. Will the event involve students? **YES/NO**

•7. Will the event involve amusement rides/devices? **YES/NO**

•8. Will the event include markets and stall holders? **YES/NO**

•9. Will alcohol be sold or supplied during the event? **YES/NO**

•10. Approximate number of community participants:

•11. Risk Management Form Completed? **YES/NO**

•12. Certificate of Currency required? **YES/NO**

•13. If applicable, provide details of parties to be noted:

YOUTH PROTECTION COMPLIANCE REQUIREMENTS

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

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

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

“Form3: Rotary Youth Volunteer Information and Declaration” includes the following 3 elements:

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

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

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

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

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

INSURANCE RENEWAL QUESTIONNAIRE

- Insurance Renewal Declaration District Consolidation
- Club Insurance & Compliance Declaration
- Association Liability Insurance Proposal
- Sexual Abuse Liability Insurance Application
- ISR Declared Values Schedule
- Motor Vehicle Schedule

CLAIMS & INCIDENT REPORTING

- YEP Incident Report
- Sexual Abuse Incident Report
- Chubb Assistance Phone Number
- Motor Vehicle Vero Phone Number
- Property Claim Form
- Liability Claim Form
- Personal Accident Claim Form
- Travel Claim Form