

# INSURANCE GUIDE FOR ROTARY CLUBS

**&**

**PRO FORMA**

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

1. Complete an Insurance **Pro Forma** prior to the commencement of any Event or Project. At a minimum, Clubs must complete the sections under the headings of Insurance Pro Forma, the Risk Management Form and the Risk Management Checklist. When you have completed the forms, please send them back to the DIO – Link to [Insurance Pro Forma and other forms](#Pro_Forma) in the document.
2. A Disclaimer is required to participate in **any sport, game, match, race, practice, training course, trial contest or competition** organised by the club – Link to [General Release and Indemnity](#Indemnity) in the document.
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 – Link to [Stall Holders Liability](#Stall_Holders_Liability) in the document.
4. If using Rotary Travel Insurance, a **“Fit to Travel”** letter must be obtained from a GP – Link to [Rotary Insurance Travel Authorisation Form](#Travel_Form) in the document.
5. Offering cover under Rotary Insurance to other entities or bodies is strictly prohibited – Link to [Public Liability Insurance - Risk Management Principles](#Risk_Principles) in the document.
6. All Youth Program Volunteers (as defined) must complete a **Rotary Youth Volunteer Information and Declaration Form** – Link to [Volunteer Selection and Screening](#Youth_Protection) in the document.

### For further information on Rotary Risk Management & Insurance matters please contact your District Insurance Officer

**Insurance Pro Forma**

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

|  |  |  |  |
| --- | --- | --- | --- |
| To: District Insurance Officer | *(insert DIO’s Name)* | Email: | *(insert DIO’s email address)* |

The Rotary Club of *(insert Rotary Club name)* wishes to advise that it will be conducting the following event/s as part of its activities and requires the event/s to be noted and included under the District Insurance Policies.

1. Brief Description of Activity:
2. Date of Activity: / /
3. Duration

|  |
| --- |
| From: |
| To: |

1. Location of Activity:
2. 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
3. Have you been asked by any other organisation or person to
   1. indemnify them as a third party or
   2. 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).

1. Will the event involve persons under the age of 18yrs? **YES/NO**
2. Will the event involve amusement rides/devices? **YES/NO**
3. Will the event include markets and stall holders? **YES/NO**
4. Will alcohol be sold or supplied during the event? **YES/NO**
5. Approximate number of community participants: …… **YES/NO**
6. Risk Management Form Completed? **YES/NO**
7. Certificate of Currency required? **YES/NO**
8. If applicable, provide details of parties that are to be noted as interested parties.

|  |  |
| --- | --- |
| Rotarian Contact: | *(insert Rotarian’s name)* |
| Details: Phone Number: | *(insert Rotarian’s Phone Number)* |
| Email address: | *(insert Rotarian’s Email Address)* |

|  |  |
| --- | --- |
| COVER CONFIRMED UNDER ROTARY POLICY | **YES/NO** |
| DATE: | / / |

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

## Basic Checklist for 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 responsibilities in regards to: |  |
| * Risk Management | YES/NO |
| * Contractual Liability e.g. Hold Harmless or request for unreasonable indemnity & insurance requirements. | YES/NO |
| * Compliance with legislation as a minimum Workplace, Health & Safety and Food Handling. | YES/NO |
| Should a general release and indemnity be used? | YES/NO |
| Should Youth Volunteer Information and Declaration Forms be used? | YES/NO |
| Should I refer this to Aon for confirmation of Insurance coverage from our Insurers? | YES/NO |

**Risk Management Form**

1. Describe the activity / project being undertaken.

.................................................................................................................................................................

1. 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?

.................................................................................................................................................................

1. Have you required any other organisation, group or person who is taking part in the activity to provide their own “Public Liability Insurance”? **YES / NO**

(Other organisations, groups or individuals should have their own Public Liability Insurance Cover, or at least be made aware that they are not covered under Rotary insurance unless specifically noted. Ideally you should obtain a written indemnity from any other organisation, group or third party involved or associated with the activity).

1. 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).

1. Describe the potential hazards (or dangers to the general public and persons working on project).

..........................................................................................................................................................

..........................................................................................................................................................

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..........................................................................................................................................................

1. Have there been prior incidents / accidents on this type of project? **YES / NO**

If “Yes, detail when, how and the result.

………..............................................................................................................................................

…………………………………………………………………………………………………………..………

* 1. What action / steps can be taken to reduce the likelihood of it happening?

ii. ………………………………………………………………………………………………………………

…… ............................................................................................................................................

1. Will the project / activity involve young people? **YES / NO**
2. If yes, have the procedures as outlined in the District Youth Protection Policy been followed?
3. Will the activity involve travel? **YES / NO**

|  |
| --- |
| Claims arising from participation in any sport, game, match, race, practice, training course, trial, contest or competition **are excluded**. If the activity includes participation, will you provide, or have you arranged for a disclaimer to be signed by the participant? **YES / NO** |
|  |
| **PLEASE DO NOT ASSUME THAT ALL PROJECTS / ACTIVITIES ARE AUTOMATICALLY COVERED UNDER ROTARY’S PUBLIC LIABILITY POLICY** |
| Any queries or questions should be addressed with the district insurance officer in order to obtain agreement from the insurer prior to the commencement of the project / activity. |

**Risk Management Checklist**

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



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **ADEQUATE** | | | **COMMENTS** |
| **YES** | **NO** | **N/A** |  |
| ***External Pathways:*** | | | | |
| Free of damage |  |  |  |  |
| Free of debris/vegetation |  |  |  |  |
| Lighting |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| * **CONTRACTORS / SUBCONTRACTORS** | | | | |
| All contractors/subcontractors supply proof of liability cover |  |  |  |  |
| Standard contracts drawn up specific work performed |  |  |  |  |
| Formal written security procedures in place |  |  |  |  |
| All security incidents reported to police |  |  |  |  |
|  |  |  |  |  |
| * **MACHINERY & EQUIPMENT** | | | | |
| All electrical equipment tested annually by qualified electrical contractors |  |  |  |  |
| All portable electrical equipment/tools tested and tagged in accordance with regulations |  |  |  |  |
| All gas cylinders tested and tagged annually |  |  |  |  |
| All welding/hotwork performed by qualified persons |  |  |  |  |
| Conditions of: |  |  |  |  |
| - Hoists/cranes |  |  |  |  |
| - Elevators/escalators |  |  |  |  |
| - Unregistered vehicles |  |  |  |  |
| All belt/chain/direct couplings between electric motors or other engines/pumps  /generators/cutting equipment etc fully covered or otherwise guarded |  |  |  |  |
| Are all hand tools (powered or un- powered) in a good state of repair |  |  |  |  |



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **ADEQUATE** | | | **COMMENTS** |
| **YES** | **NO** | **N/A** |  |
| * **ENVIRONMENTAL** | | | | |
| Have all hazardous/toxic substances been identified |  |  |  |  |
| Are they currently stored in a secure place |  |  |  |  |
| Is a register of these materials kept |  |  |  |  |
| Are people trained in the use of these materials |  |  |  |  |
| Is all waste disposed of regularly and in accordance with local regulations |  |  |  |  |
|  |  |  |  |  |
| * **MISCELLANEOUS** | | | | |
| First aid facilities |  |  |  |  |
| Trained first aid staff |  |  |  |  |
| Alcohol policy in place |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Animal policy in place |  |  |  |  |
| Crowd exposure – adequate signage |  |  |  |  |
| Playground equipment checked and maintained on regular basis |  |  |  |  |



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| * **CHILDREN /STUDENTS** |  |  |  |  |
|  |  |  |  |  |
| Are children being properly cared for/supervised? |  |  |  |  |
| Do carers/supervisors have proper accreditation and certification (e.g. Blue Cards)? |  |  |  |  |
| Are animal or mechanical rides involved? If “Yes” do the providers of those rides carry adequate Public/Products Liability insurance and has proof been obtained? |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | | | **ADEQUATE** | | | **COMMENTS** |
| **YES** | **NO** | **N/A** |  |
| * **AMUSEMENT DEVICES AT COMMUNITY EVENTS** | | |  |  |  |  |
| Request specific amusement device information including the: | | |  |  |  |  |
| (a  ) | Amusement device registration with the relevant regulator | |  |  |  |  |
| (b  ) | Log book for inspection and maintenance of the ride | |  |  |  |  |
| (c) | Emergency plan for the ride | |  |  |  |  |
| Conduct due diligence including by independently confirming the registration with the relevant regulator and using ride operators who have been used by other organisations previously. | | |  |  |  |  |
| Ensure the contractor has public liability insurance. | | |  |  |  |  |
| Before allowing a ride to operate: | | |  |  |  |  |
| (a) | | Conduct a high-level risk assessment |  |  |  |  |
| (b) | | Consider appropriate fencing/security/locks for rides |  |  |  |  |
| (c) | | Consider suitability of the ride for your event |  |  |  |  |
| (d) | | Ensure appropriate signage on rides (e.g. you must be this tall to ride etc.) |  |  |  |  |
| (e) | | Organise safe access points (e.g., assist safe and orderly queuing) |  |  |  |  |
| During ride operation, monitor and supervise the activity (not just ride operators but also guests) and direct any unsafe activity to case. | | |  |  |  |  |

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



# Amusement Ride Risk Management

[**Minter Ellison**](http://www.lexology.com/contributors/628/)

**Australia** December 22, 2016

Following the incident at Dreamworld in October 2016, Australian regulators have been conducting audits of amusement devices at theme parks and, of course, amusement ride safety is at the forefront of each regulators' agenda.

All organisations which come into contact with amusement rides (including outside the theme park industry) must have a broad understanding of the regulatory regime in relation to amusement devices. For example, this is an issue that may impact church or school organisations that hold fetes or other organisations who run community events and engage amusement ride contractors.

Running a community event presents a range of particular WHS challenges, including contractor management and managing the presence of children and the elderly. Although organisations engaging amusement ride contractors are not experts in relation to those devices, they continue to have an obligation to ensure health and safety, so far as reasonably practicable, for matters within their control. As we've seen, it's not enough for a PCBU to engage a contractor with expertise in an area and for the PCBU to rely on that expertise - the courts have found the PCBU still has WHS obligations under the legislation.

In addition to the usual steps required as part of contractor management, organisations engaging amusement ride operators should:

|  |  |  |
| --- | --- | --- |
| 1) |  | Request specific amusement device information including the: |
| (a) | Amusement device registration with the relevant regulator |
| (b) | Log book for inspection and maintenance of the ride |
| (c) | Emergency plan for the ride |
| 2) |  | Conduct its own due diligence including by independently confirming the registration with the relevant regulator and using ride operators who have been used by other organisations previously |
| 3) |  | Ensure the contractor has public liability insurance |
| 4) |  | Before allowing a ride to operate: |
| (a) | Conduct a high level risk assessment |
| (b) | Consider appropriate fencing/security/locks for rides |
| (c) | Consider suitability of the ride for your event |
| (d) | Ensure appropriate signage on rides (e.g., you must be this tall to ride etc.) |
| (e) | Organise safe access points (e.g., assist safe and orderly queuing) |
| 5) |  | During ride operation, monitor and supervise the activity (not just ride operators but also guests) and direct any unsafe activity to case. |

## General Release and Indemnity

|  |  |  |
| --- | --- | --- |
| The Rotary Club of | *(insert Rotary Club’s Name).* | (“**Rotary**”) |

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

|  |  |  |  |
| --- | --- | --- | --- |
|  | I, | *(insert name of Participant)* | |
|  | of | *(insert Participant’s Home Address)* | |
| 1. | In the State of | *(insert State)* | |
| am aware and acknowledge that (insert intended activity) involves inherent risks, including the risk of  injury to life or death and damage to property and in undertaking such activities, I do so at my own risk. | | |
|  | I am also aware that it is a condition of participation  in | | *(insert name of event)* (“**Event**”) |
| 2 | that Rotary, its officers and employees, agents and volunteers are released by me from all liability howsoever arising from injury or damage to both property and person howsoever caused (whether fatal or otherwise) arising out of my participation in the Event whether or not such injury or damage is due to any negligent act, breach of duty, default and/or omission on the part of Rotary, its officers and  employees, agents or volunteers. | | |

1. I indemnify Rotary, its officers and employees, agents and volunteers against all loss, damage and expenses (including legal costs on a solicitor and own client basis) arising out of or in connection with any claims, actions, proceedings or demands of any kind arising directly or indirectly as a consequence of my participation in the Event.
2. I acknowledge and agree that my participation in the Event is as a consequence of my own free will and desire and that I have read and understood the above warning, release and indemnity.
3. I warrant that I am 18 years of age or older and am lawfully able to enter into this above release and indemnity or, in the event that I am a minor, I have the permission of my legal guardian to participate in the Event and that my legal guardian has agreed to adhere to the terms of the indemnity below.

|  |  |
| --- | --- |
| **Signed** |  |
| **Dated** | / / |

#### To be completed only if the participant is a minor

|  |  |
| --- | --- |
| I, | *(insert name of Parent / Legal Guardian )* |
| of | *(insert Parent’s/ Legal Guardian’s home address)* |
| am the legal guardian of | *(insert name of Participant)* ***(“Participant”)*** |
| and consent to him/her participating in the Event. | |

* I release Rotary, its officers and employees, agents and volunteers from all liability, howsoever arising, from injury or damage to both property and person howsoever caused (whether fatal or otherwise) arising out of the Participant’s participation in the Event whether or not such injury or damage is due to any negligent act, breach of duty, default and/or omission on the part of Rotary, its officers and employees, agents or volunteers.
* I indemnify Rotary, its officers and employees, agents and volunteers against all loss, damage and expenses (including legal costs on a solicitor and own client basis) arising out of or in connection with any claims, actions, proceedings or demands of any kind arising directly or indirectly as a consequence of the Participant’s participation in the Event

|  |  |
| --- | --- |
| **Signed** | **Dated** |



## 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.

* 1. 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.
  2. 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 screened and provide a Volunteer Declaration.

### Rotary Youth Volunteer Information and Declaration Form

A Volunteer Declaration is an affidavit of suitability by an adult person wishing to participate in any Rotary program involving young people and is the centre plank of Rotary’s screening process. This Affidavit or Declaration is a mandatory RI requirement for the YE Program.

### Recommendation

As a general point of safety, it is encouraged that all activities involving youth/children should be conducted with a minimum of two (2) adults in attendance at any one time. Where practicable this should include when transporting youth/ children in a vehicle.

## Youth Protection Compliance Requirements

To conduct a Rotary activity that involves young people, Rotary International requires certain procedures. Each state and territory also imposes responsibilities on organisations working with young people.

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

***“Rotary Youth Volunteer Information and Declaration Form”*** 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:

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

**Resources:**

* District Insurance & Protection Officer
* District Protection Policy
* National Insurance Committee
* RI Website [www.rotary.org](http://www.rotary.org/)
* Aon Risk Solutions

#### Rotary International 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 emotional abuse”*

*Source: Rotary Code of Policies*



### Rotary Youth Volunteer Information and Declaration Form (This form is mandatory for Volunteers

Volunteer Dec V8 12/2018

**Responsible Adults are exempt - refer definitions)**

**Personal Details**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Name |  | | DOB / / | | | Email |
| Phone | Work | | Home | |  | Mobile |
| Address |  | | | | Period at this address (years) | |
| Occupation | |  | | Employer | |  |

**Program involvement**

|  |  |
| --- | --- |
| Which Youth programs will you be involved with, and what will your role or roles be? | |
| Past involvement with youth |  |

**Personal References (Only one referee may be a Rotarian and none may be family members)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1 | Name | | | Email |  |
| Phone | | Work | Home |  | Mobile |
| 2 | Name | | | Email |  |
| Phone | | Work | Home |  | Mobile |
| 3 | Name | | | Email |  |
| Phone | | Work | Home |  | Mobile |

**Police Check and Criminal History**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Working with Children Card Number | |  | | Expiry Date |  | | |
| Have you ever been charged with or been found guilty of charges involving sexual, physical, or verbal abuse, including but not limited to domestic violence or intervention orders.  If yes, please explain. Also indicate date(s) of incident(s) and the Country and State in which each occurred (attach a separate sheet, if needed).  Charges that resulted in a diversion should be recorded, as should the final outcome of any intervention order applications that might have been made against you. | | | | | | | Yes ( )  No ( ) |
| *I certify the following:*   * All statements and information given on this form are true and correct. * I have contacted my referees and all are happy for \*Rotary to contact them * I give my full permission for any of the referees listed above to be contacted by \*Rotary to confirm my suitability as a Youth Program Volunteer. * I agree to abide unreservedly by \*Rotary’s decision as to my suitability as a Youth Program Volunteer in \*Rotary programs. * I acknowledge that (copies of) this form and the results of \*Rotary’s enquires will be held by the manager of any program for which I volunteer and by the District.   \*For these purposes Rotary means the Rotary Club or District for which this form is submitted, and any other Club or District that conducts a Youth Program for which I volunteer either now or in the future.  **I have read and understood the above declaration and sign this form voluntarily.** | | | | | | | |
| Applicant | Name | | Signature | | | Date | |
| Rotary Witness | Name | | Signature | | | Date | |

**Definitions**

### Volunteer

A Volunteer is any adult involved with **Rotary Youth Program** activities that has direct interactions either supervised or unsupervised with youths/students.

Volunteers include among others:

Club and district Youth Exchange officers and committee members, Rotarian Counsellors, Rotarians and non- Rotarians, their spouses and partners who host youth/students for activities or outings, or who might drive youth

/students to events or functions; and host parents and other adult residents of the host home, including siblings and other family members.

This person will have been police checked or formally reference checked in accordance with the State or Territory legislation.

### Responsible Adult

A responsible adult is any adult who, in a family or group situation for a short period of time, is responsible for caring for a youth/student. This person shall be in a position to offer the youth/student an educational, cultural, or recreational experience.

This person will not have been police checked or formally reference checked, because either there was insufficient time to do so before the experience, or the experience is such that there is virtually no opportunity for misconduct to occur. **(Any police check required by State or Territory legislation should be carried out)**

The youth/student's host family and/or club counsellor needs to be satisfied, in the same way a conscientious parent would be satisfied, that this person is suitable for their own underage son or daughter to stay with for a short period of time.

### Record of Referee contact by Club Authorised Officer

**Comments**

**Contact Date**

**1 Name Referee**

|  |  |  |
| --- | --- | --- |
| **2 Name Referee** |  | **Contact Date** |
| **Comments** |  | |
|  | | |
| **3 Name Referee** |  | **Contact Date** |
| **Comments** |  | |



Phone

Authorised Club Officer

Date

Signed:

Name of Authorised Club Officer Position

I President, Rotary Club of

verify that has satisfactorily completed this Declaration, Referees have been contacted and Working With Children card is current. The club finds the applicant to be a suitable Volunteer.

Signed Date Phone

**NOTES:**

### Background Checks and Criminal Record Checks

Background Checks and Criminal Record Checks Background checks play a critical part in any youth protection policy because they deter potential offenders and deny known offenders access to the program.

Although many offenders have no criminal record and diligently avoid being caught by law enforcement, background checks may dissuade them from volunteering in a Youth Program.

Many youth-serving organizations require a criminal background check for all adult volunteers who work with youth, even for programs that don’t involve unsupervised access to youth.

### Reference Checks

Reference Checks Simply requesting references in the application is not sufﬁcient.

Contact each reference by phone or in person, and ask a standard set of questions, such as:

* + How long have you known this individual?
  + In what capacity?
  + Do you think this person is well qualiﬁed to work with youth?
  + Would you have any reservations about recommending this person to serve in a Rotary Youth Program?

Record the date of the interview and responses to each question and keep this information with the volunteer’s application.

## Register of Youth Volunteers

|  |  |
| --- | --- |
| **Rotary Club** |  |
| **Last Updated** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Volunteer Name** | **Volunteer Dec Form Verified Yes/No** | **WWC/Blue Card Number** | **Expiry Date** |
|  |  |  |  |
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**Rotary Insurance Travel Authorisation Form**

**(This form to be submitted to DIO prior to the commencement of any Overseas Travel)**

***To: District Insurance Officer Email:***

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| --- |
| I/We… of the Rotary Club |
| of ……………………………………………………………. District wish to advise that I/We will be travelling as part of Club |
| activities, and require the travel to be noted and included under the District Insurance Policies. |

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

...................................................................................................................................................................................

1. Date of Travel: / / to / /

Duration: …………………………………………….



1. Incidental Travel (e.g. Holiday before/afterwards): **YES / NO.** If “YES”, please provide details and duration of Trip.

………………………………………………………………………………………………………………………………………………………………………………..……………

……………………………………………………………………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………………..

1. Have you obtained a Fit to Travel letter from your General Medical Practitioner? **YES / NO.** If “YES”, please retain this

for your records.

1. Have you obtained approval for travel? If so, please provide details of the person who provided approval District: **YES / NO** Provided by: …………………………………………………………………………………………………………….

Club: **YES / NO** Provided by: …………………………………………………………………………………………………………….

RAWCS: **YES / NO** Provided by: …………………………………………………………………………………………………………….

ROMAC **YES / NO** Provided by: …………………………………………………………………………………………………………….

1. Is a Travel Risk Management Plan in place? **YES/NO**
2. Please note that whilst travelling, there is **NIL COVER for Rental Vehicle Excess Waiver**
3. Have you registered with [www.smartraveller.gov.au](http://www.smartraveller.gov.au/) ?

Rotarian Contact: ......................................................................................................................................................

Details: Phone/Fax Number: ....................................................................................................................................

Email address:............................................................................................................................................................

COVER CONFIRMED UNDER ROTARY POLICY YES/NO DATE: / /

## 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

* 1. If the Travel needs to be registered with RAWCS.
  2. If incidental travel would be granted (please see question above).

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

Members of Rotary including spouses (and de factos and partners) are included in cover

### 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](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 it is to be retained by the traveller and provided at the event of a claim.

This applies for both Domestic and International travel.

### 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. It is therefore strongly recommended that the Hirer purchases the Hire Company’s Excess buy out option

### What constitutes a trip for insurance purposes?

This means a trip that is undertaken on the business of Rotary and/or authorised by Rotary, provided such travel involves a destination 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.

### In the event of an Emergency:

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

* Name
* Policy Name
* Policy Number (only if known)
* Contact Number
* Nature of Assistance Required

The telephone number to call is: - Australia: +61 2 8907 5995 - (Reverse Charges accepted) The website address is: - [www.chubbassistance.com/au](http://www.chubbassistance.com/au)

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

* repatriation by the most appropriate method including, if necessary, the use of air services. Repatriation will be to the most suitable hospital or to the Insured Person's home address,
* payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany an Insured Person,
* payment of other emergency assistance expenses,
* worldwide 24-hour telephone access,
* emergency travel assistance,
* emergency medical evacuation,
* medically supervised repatriation,
* assistance in replacing a lost or stolen passport,
* legal assistance,
* interpreter access and referral,
* compassionate visit if travelling alone and hospitalised for more than a week,
* assistance in tracing delayed or lost luggage, and
* payment of approved medical services by claims process or redirection of hospital accounts.

**All Other Claims (Non-Emergencies)**

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

## Stall Holders Liability

### THE INSURED

Stall holders at Rotary organised markets as declared to insurers

### EXCESS

$500 each claim or series of claims arising from the one originating cause, inclusive of costs

### LIMIT OF COVER

$10,000,000 per occurrence and in the aggregate for Products Liability

### PRINCIPAL EXCLUSIONS

* Fines, penalties or damages for which you are legally liable except for compensatory damages arising from a loss covered by the policy.
* Errors or omissions committed or omitted by you.
* Loss discovered before the commencement of the policy period.
* Loss after you become aware that an employee has committed acts of fraud, dishonesty or criminal damage.
* Costs and expenses you incur to establish the existence of a loss.
* Loss of confidential information.
* Indirect or consequential loss.

### INSURER

Certain Underwriters at Lloyd’s of London

**POLICY WORDING** Lloyd’s of London Combined Liability Policy wording available from [www.stallinsure.com.au](http://www.stallinsure.com.au/)

**PREMIUM:** $6.00 per stall holder, per market inclusive of statutory charges and GST

**NOTE:** Certain products **are not covered** under the policy. These are:-

* Second hand mechanical goods, electrical goods and toys (new mechanical/electrical goods and toys will be covered);
* Medicines, potions, oils, fragrances, soaps and beauty products (but oils, fragrances, soaps and beauty products will be covered if predominantly consisting of natural ingredients);
* Hazardous, flammable or dangerous goods.
* Massage, manipulation, chiropractic or similar;
* There is no cover for massage therapies or treatments provided by stallholders.

Any queries in relation to the policy should be directed to One Underwriting at the following address: -



**Andriana Bageski | Underwriter One Underwriting Pty Ltd**

201 Kent Street Sydney NSW 2000

t: +61292538118 | f: +6129253 700

[andriana.bageski@oneunderwriting.com.au](mailto:andriana.bageski@oneunderwriting.com.au) | [www.oneunderwriting.com.au](http://www.oneunderwriting.com.au/)

**or**

t: +61292537148 e: [stallinsure@oneunderwriting.com.au](mailto:stallinsure@oneunderwriting.com.au)

## Market Liability Insurance - Declaration

**Please complete the details below and email back to** [stallinsure@oneunderwriting.com.au](mailto:stallinsure@oneunderwriting.com.au)

Name of Rotary Club and District:

Name of Market:

Dates of Market:

Market Location:

Contact name: Phone:

This is payment for (total number of) stallholders at the rate of $6.00 each Total $

Signature: Date:

Paid into Bank Account on - -/- -/- -

Cheque payable to ***One Underwriting Pty Ltd*** attached

*Please tick whichever is applicable*

Please make payment direct into our bank account as follows:

***Please include the name of your Rotary Club as reference with your payment***

National Australian Bank

One Underwriting Pty Ltd S981B Trust Account 083 419

559083425

**Financial Institution Name**: **Account Name**:

**BSB No:**

**Account No:**

**If making payment by cheque**: This Declaration and any payments by cheque to be sent to:

### One Underwriting Pty Ltd

Level 30,

201 Kent Street,

Sydney NSW 2000

Any queries in relation to the policy should be directed to One Underwriting at the following address:-

**Andriana Bageski | Underwriter One Underwriting Pty Ltd**

201 Kent Street Sydney NSW 2000

t: +61292538118 | f: +6129253 700

[andriana.bageski@oneunderwriting.com.au](mailto:andriana.bageski@oneunderwriting.com.au) | [www.oneunderwriting.com.au](http://www.oneunderwriting.com.au/)

## 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, a **Pro Forma** must be submitted to the DIO prior to the commencement of such project/event, 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 Terms and Conditions for the use of:

1. Local Authority or Government facilities such as public Parks, Halls and Beaches.
2. Commonwealth facilities such as Conference Centres, Halls and Buildings.

### Risk Management Forms and Documentation

* Insurance Pro Forma

(It should be noted that activities of a repetitive nature such as Sausage Sizzles etc., only require one annual request form only)

* Risk Management Form
* Risk Management Checklist/Assessment
* General Release and Indemnity

(Required when participating in any sport, game, match, race, practice, training course, trial, contest or competition)

* Youth Protection Compliance Requirements
* Youth Volunteer Information and Declaration Form

## 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*** | |
| ***Assess likelihood of risk occurring*** | ***Assess severity of 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 that for deliberate and wrongful acts. | Liability policies don’t provide cover for wilful or intentional acts. They are negligence-based policies. If you cannot negotiate the removal of this condition, you will in fact be uninsured. |
| ***Waiver of Subrogation*** | Is an agreement from the insurer that they will waiver 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 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 Currencies.

## Contact Details

**Steve Fielding**

**D9710 District Insurance Officer**

**18-19 and 19-20**

**E:** [**sfielding@outlook.com**](mailto:sfielding@outlook.com)

**M: 0411 286 207**