

# **ROTARY AUSTRALIA NATIONAL INSURANCE PROGRAMME**

**Insurance Summary 2009/2010**

## **INSURED**

Nominated Rotary Districts and Clubs, Rotaract and Interact Clubs including clubs in the 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 Rotary 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 Rotary Body is defined as:-

Entity whose activities, charitable direction and finance is majority controlled by, or affiliated with, an Australian Rotary Club or District or Institute or Rotary International".

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.

## **POLICY 1**

## **INDUSTRIAL SPECIAL RISKS**

### **COVERING (SUMMARY ONLY)**

Any physical loss, destruction or damage not otherwise excluded happening at the situation to the property insured.

### **BUSINESS DESCRIPTION**

Community Service Organisation.

### **SITUATION**

Anywhere in Australia, New Zealand, Papua New Guinea, Asia and South Pacific Islands including whilst in transit between such places.

### **INTEREST INSURED**

All tangible property both real and personal of every description (except as excluded) belonging to the Insured or for which the Insured is responsible or has assumed responsibility prior to the occurrence of any loss or destruction or damage including all such property in which they acquire an insurable interest during the period of the policy.

### **LIMITS OF LIABILITY**

**Section 1** - \$500,000 any one loss or series of losses arising from one event at any one location.

**Section 2** - \$25,000 any one loss or series of losses arising from one event at any one situation.

Subject to the following Sub-Limits:

#### **Section 1**

• "Static" Risks Not Declared and Agreed are limited to	\$ 50,000	• Goods or property in Transit in Australia excluding Artworks	\$ 50,000
• Donations in Kind Subject to Declaration	\$ 100,000	• Artworks in Transit in Australia	\$ 25,000
• Art Shows	\$ 100,000 any one item to maximum \$500,000 any one exhibition	• Goods or Property in Transit elsewhere in the World	\$ 20,000
• Accidental Damage	\$ 50,000	• Machinery Breakdown	\$ 5,000
• Property Insured (other than money as defined) by Burglary or Theft, or any attempt thereat	\$ 50,000	• Boiler and Pressure Vessel Explosion	\$ 5,000
• Theft of Property in Open Air	\$ 25,000	• Spoilage of Stock	\$ 5,000
• Money	\$ 50,000	• Removal of Debris	\$ 100,000
• Flood	\$ 20,000	• Extra Cost of Reinstatement	\$ 100,000

## *ROTARY AUSTRALIA NATIONAL INSURANCE SCHEME*

• Plate Glass	Replacement Value		
• Directors, Employees, Members & Volunteer Workers Personal Effects (Worldwide)	\$ 5,000 any one person and limited to \$50,000 per event	• Property Outside of Australia	\$ 20,000
• Landscaping	\$ 5,000	• Contract Works – Contract Value (only when declared and accepted by the Insurer)	\$ 250,000

### Section 2

- Increased Cost of Working \$ 25,000

### INDEMNITY PERIOD

12 Months

**N.B.:** "Static" risks are risks of a permanent nature that usually exist throughout the Period of Insurance; they often consist of buildings, large amounts of contents/equipment stored in one location, parks and the like. IF YOU ARE NOT SURE, CHECK WITH YOUR DISTRICT INSURANCE OFFICER.

### DEDUCTIBLE(S)

The Insured shall bear the following amount(s) in respect of each claim or series of claims arising out of the one original source or cause.

#### Section 1 – Property Damage

Earthquake (a) \$20,000; or  
 Subterranean Fire (b) an amount equal to 1% of the total declared values at the situation where the damage occurs.  
 or Volcanic Eruption  
 Directors, Employees, Members and Volunteer Workers

Personal Effects (worldwide) \$ 500  
 All other Losses \$1,500

#### Section 2

All Claims Nil

### INSURER

Ace Insurance Limited

### POLICY NUMBER

04FX004340

### **POLICY 2**

### **GENERAL LIABILITY**

### COVERING

Insured's legal liability to pay compensation in respect of:

- Bodily Injury and Property Damage

Arising out of the activities of the Insured happening during the Period of Insurance and caused by an occurrence and/or accident within the geographical limits in connection with the business and its products.

The Insurer will also pay:

- (a) All costs and expenses incurred with the written consent of the Insurer;
- (b) The Solicitor's fees for representation of the Insured.

### BUSINESS DESCRIPTION

Officially constituted Rotary activities – charitable and community services and any other activities incidental thereto.

### NOTABLE DEFINITIONS

It is hereby declared and agreed that a **Rotary Body** is defined as:-

## **ROTARY AUSTRALIA NATIONAL INSURANCE SCHEME**

Entity whose activities, charitable direction and finance is majority controlled by, or affiliated with, an Australian Rotary Club or District or Institute or Rotary International".

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.

### **GEOGRAPHICAL LIMITS**

Anywhere in the world except the United States of America and Canada where the policy will only apply in respect of parties or persons comprising the Insured who are not normally resident in those countries.

### **LIMIT OF LIABILITY**

Public Liability	\$50,000,000 any one occurrence
Products Liability	\$50,000,000 any one period of insurance

Molestation cover is sub-limited to \$2,000,000 any one claim and in the aggregate any one policy period and Statutory Liability cover is sub-limited to \$150,000 any one claim and in the aggregate any one policy period.

### **EXCESS**

\$1,000 any one Occurrence (costs inclusive) for all claims except:

1. Nil for individual members;
2. \$25,000 any one claim (costs inclusive) for Molestation claims, \$125,000 in the aggregate for all claims arising from the one perpetrator
3. \$5,000 any one claim (costs inclusive) in respect of Statutory Liability claims against Clubs/Districts, \$1,000 any one claim (costs inclusive) in respect of Statutory Liability claims against individuals.

### **WORDING**

QBE/Aon Broadform Liability wording with the following amendments:

- Care, Custody or Control \$100,000 any one occurrence
- Miscellaneous Activities Exclusion
- Construction/Demolition Exclusion
- Pharmaceutical Exclusion
- Participation Exclusion
- Indemnity Endorsement
- Vicarious/Contingent Liability for "Markets" Endorsement
- Molestation Extension (sub limit \$2,000,000 any one claim and in the aggregate any one policy period), retroactive date (coverage is on a "Claims Made" basis) is 30 August 2005
- Statutory Liability Endorsement (sub limit \$150,000 any one claim and in the aggregate any one policy period), retroactive date (coverage is on a "Claims Made" basis) is 30 June 2008

### **PRINCIPAL ENDORSEMENTS/EXCLUSIONS**

#### **1. Miscellaneous Activities Exclusion**

The policy does not cover any liability (including vicarious or contingent liability) in respect of Personal Injury or Property Damage arising directly or indirectly from, caused by, contributed to by or in connection with any of the following:

- (i) Rodeos
- (ii) Trains or railways other than model railways used for amusement rides
- (iii) Animal rides
- (iv) Regular child care services
- (v) Martial arts activities comprising but not limited to teaching, training, trials, contests, displays and/or competitions
- (vi) Firearm activities (including hunting) comprising of but not limited to teaching, training, trials, contests, displays and/or competitions.

#### **2. Construction/Demolition Endorsement**

The policy does not cover liability in respect of Personal Injury or Property Damage arising directly or indirectly from, caused by, contributed to by or in connection with the demolition, erection, alteration and/or addition to buildings or other structures that have a contract value of more than \$250,000.

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### **3. Pharmaceutical Exclusion**

The policy does not cover liability in respect of Personal Injury or Property Damage arising directly or indirectly from, caused by, contributed to by or in connection with any pharmaceuticals (whether prescription or non-prescription) used, administered, sold and/or retailed and any medical equipment or medical related activities of any nature.

Notwithstanding the above, this Exclusion does not apply to any vicarious liability on the part of the "Australian Rotary Health Research Fund" in respect of their occupation as financial benefactors and/or sponsors of any medical research programs.

### **4. Participation Exclusion**

The policy does not cover liability in respect of Personal Injury or Property Damage arising directly or indirectly from, caused by, contributed to by or in connection with the participation of any person or such person's property in any sport, game, match, race, practice, training course, trial, contest or competition.

However, this exclusion does not apply to Personal Injury or Damage to property of such persons arising out of the duty of care owed by You as a property owner or organiser.

This write-back to policy coverage does not include any of those activities listed under Endorsement 1, Miscellaneous Activities Exclusion.

### **5. Indemnity Endorsement**

The policy extends to indemnify any person referred to in the Schedule.

In the event of any person being entitled to indemnity under any other policy of insurance the indemnity granted herein will apply only in respect of an amount in excess and/or difference in conditions of that provided by such other policy.

Provided that:

- (a) It shall be a condition precedent to the liability of QBE herein that each member hereby shall comply with and be subject to the terms, conditions and limitations of the Policy and/or any Endorsement thereon as though such member were the Insured.
- (b) The Limit of Indemnity shall apply inclusive of claims made against any and all the persons referred to in this Endorsement.

Further, all members of the Insured are deemed to be parties comprising the Insured, but the indemnity granted to any such member shall apply only in respect of any amount in excess of that provided by any other policy of insurance under which the said member is entitled to indemnity.

### **6. Vicarious / Contingent Liability Markets Endorsement**

In respect of that part of the Insured's business activity relating to "organiser and operator of markets", the Policy does not cover liability in respect of Personal Injury or Property Damage arising directly or indirectly out of, caused by, contributed to by or in connection with any individual market stall operator (including any partner, employees, contractors or subcontractors of same).

Notwithstanding the above, it is noted that this exclusion shall not apply to the Named Insured for their own liabilities arising out of any action, omission or otherwise of any market stall operator as noted above.

### **7. Sexual Molestation Endorsement**

It is hereby agreed that any indemnity available under the Policy for any liability arising directly or indirectly out of or in connection with sexual and/or child assault, abuse or molestation or attempt at sexual and/or child assault, abuse or molestation shall be as specified in this Section and only as specified in this Section.

Insurers will indemnify You in accordance with this Section provided that they will only be liable after the exhaustion of the Deductible.

#### Liability

Insurers will pay in respect of Personal Injury:

- (1) sums with You shall become legally liable to pay by way of compensation as a result of a Claim or Claims first made against You, or any facts and/or circumstances first notified to You, and notified in writing to Insurers during the Period of Insurance stated in the Schedule arising out of sexual and/or child assault, abuse or molestation or attempt at such assault, abuse or molestation committed or alleged to have been committed.
- (2) All costs awarded against you.

## ***ROTARY AUSTRALIA NATIONAL INSURANCE SCHEME***

### Limit of Liability

- (1) Insurer's maximum liability for any one claim or series of Claims made and reported to Insurers during the Period of Insurance shall not exceed **\$2,000,000**.
- (2) Insurer's total aggregate liability during any one Period of Insurance shall not exceed **\$2,000,000**.
- (3) The Limit of Liability shall be inclusive of costs and expenses in the Defence of Claims.

### Definitions

For the purposes of this Section only:

"Claim" or "Claims" means:

- (i) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issued against or served upon the Insured; or
- (ii) the receipt by the Insured of any written or verbal notice, or demand for compensation, in respect of alleged sexual and/or child assault, abuse or molestation, or attempt at such assault, abuse or molestation committed or alleged to have been committed; or
- (iii) the receipt by the Insured of any written or verbal notice of any facts and/or circumstances and/or allegations of sexual and/or child assault, abuse or molestation or attempt at such assault, abuse or molestation committed or alleged to have been committed; or
- (iv) the receipt by the Insured of any written or verbal notice of any facts and/or circumstances and/or allegations which are required to be reported to any Federal, State or Territory Government body.

### Exclusions

This Section does not cover liability:

- (1) for claims arising from sexual and/or child assault, abuse or molestation or attempt thereat which occurred or is alleged to have occurred prior to the Retroactive Date.
- (2) For claims arising from any facts and/or circumstances and/or allegations of which You had become aware prior to the commencement of the Period of Insurance, in respect of alleged sexual and/or child assault, abuse or molestation, or attempt at such assault, abuse or molestation alleged to have been committed.
- (3) For any fines or penalties or the costs of defending any criminal proceedings.
- (4) For any Claim or Claims which are or would be subject to the jurisdiction of the Courts of the United States of America or the Dominion of Canada.

**This Section does not provide indemnity to any perpetrator or alleged perpetrator of any sexual and/or child assault, abuse or molestation or attempt thereat.**

### Retroactive Date

The Retroactive Date is 30 August 2005.

### Conditions

As a condition precedent to Your right to be indemnified under this Endorsement You shall give notice in writing to Insurers as soon as practicable and during the Period of Insurance.

- (1) of any Claim or Claims made against You;
- (2) of the receipt of notice from any person of an intention to make a Claim against You;
- (3) of the receipt of any written or verbal notice of any facts and/or circumstances and/or allegations of sexual and/or child assault, abuse or molestation or attempt at such assault, abuse or molestation committed or alleged to have been committed.

## ***ROTARY AUSTRALIA NATIONAL INSURANCE SCHEME***

### Deductible

You shall bear the first **\$25,000** (inclusive of costs and expenses in the Defence of Claims) of any one Claim (\$125,000 in the aggregate for all claims arising from the one perpetrator).

For the purpose of determining the deductible all acts of sexual and/or child assault, abuse or molestation or attempt(s) thereof suffered by any individual claimant shall be deemed to be arising out of one originating cause. If there is more than one claimant, all acts of sexual and/or child assault, abuse or molestation or attempt(s) thereof suffered by each individual claimant shall be deemed to be arising out of separate original causes.

### **8. Childcare Activities and Camps**

- (a) Regular childcare services such as kindergarten, pre-school, before and after school care etc is excluded. The exclusion is intended to exclude schooling and "whilst parents are at work" type services normally provided by a commercial enterprise qualified to conduct such activities.
- (b) Camp type activities are covered however proof of the camp property owner's/ operator's Public Liability coverage needs to be obtained by Rotary for Vicarious Liability coverage to apply.
- (c) Camps owned by Rotary are excluded however consideration of coverage may be given upon receipt of details concerning patronage, activities and property/land.
- (d) Youth Exchange programme coordination and host families are intended to be covered under the policy.

### **9. Statutory Liability Endorsement**

The Insurer will indemnify You against any penalty and defence costs resulting from a claim by a regulatory authority for a wrongful breach which would otherwise be excluded by reason of Exclusion 3.8 (Fines, Penalties or Liquidated Damages) and/or 3.12 (Pollution), where the claim is first made on You and notified in writing to insurers in the period of insurance. Provided always that insurers will not be liable to indemnify You in respect of any penalty or defence costs in respect of any such claim arising directly or indirectly from or which is based upon, attributable to, or in consequence of any:

- (a) dishonest, willful, intentional or deliberate wrongful breach; or
- (b) willful, intentional or deliberate failure to comply with any lawful notice, direction, enforcement action or proceeding under any Act; or
- (c) Your gross negligence or recklessness; or
- (d) requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost; or
- (e) breach of sections 182 or 183 of the Corporations Act and any amendment, consolidation or re-enactment of any of these sections.

#### **Pollution Defence Costs:**

The Insurer will indemnify You under clause 3.31 for defence costs in respect of any claim brought or maintained by a regulatory authority, which would otherwise be excluded by reason of Exclusion 3.12 where the claim alleges breach of environmental legislation.

Indemnity is provided subject to the following conditions:

- (a) cover will not extend to any claim brought by a regulatory authority on behalf of, in the name of or as a representative of any other person(s), corporation or other entity.

The Insurer's aggregate liability for all claims under this extension will not exceed \$150,000.

## *ROTARY AUSTRALIA NATIONAL INSURANCE SCHEME*

### **IMPORTANT NOTICE**

The Molestation extension to the Public Liability policy is underwritten on a "Claims Made" basis. This means the policy covers (subject to terms and conditions) claims made against the Insured and notified to the insurer during the period of cover. The policy will not cover claims made and notified to insurers after the expiry of the period of cover. Accordingly, should you become aware of any fact or circumstance that may give rise to a claim it is important that this be reported during the period of cover.

### **INSURER**

QBE Insurance (Australia) Limited

### **POLICY NUMBER**

AT 0008958 PLB

**POLICY 3**

**PERSONAL ACCIDENT AND TRAVEL**

### **THE INSURED**

Nominated Rotary Districts and Clubs, Rotaract and Interact Clubs including clubs in the 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 Rotary bodies and the boards thereof and participants in all Rotary activities for their respective rights and interests.

### **NOTABLE DEFINITIONS**

It is hereby declared and agreed that a **Rotary Body** is defined as:-

Entity whose activities, charitable direction and finance is majority controlled by, or affiliated with, an Australian Rotary Club or District or Institute or Rotary International".

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.

### **INSURED PERSON**

All persons defined in "The Insured" above (including short term Youth Exchange Students), but excluding long term Youth Exchange Students.

### **SCOPE OF COVER**

Cover under the policy applies whilst an Insured Person is engaged on a Journey (as defined) undertaken on the Insured's business, including any private travel (limited to 60 days). Notwithstanding the above, cover applies whilst an Insured Person is engaged on authorised business or activities of the Insured including direct travel to and from such business or activities of the Insured.

### **JOURNEY DEFINITION**

Journey means a trip undertaken on the business of the Insured and/or authorised by the Insured, 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. The maximum duration of any one trip is 90 days.

## ROTARY AUSTRALIA NATIONAL INSURANCE SCHEME

### COVERAGE

#### Personal Accident and Sickness

##### Categories of Insured Persons

Category	Age Limit
1	Insured Persons aged under 13 years
2	Insured Persons aged 13 to 17 years
3	Insured Persons aged 18 to 79 years
4	Insured Persons aged 80 to 90 years
5	Insured Persons aged 90 to 95 years

	Categories				
	1	2	3	4	5
<b>Principal Lump Sum Benefit Events 1-9*</b>					
1. Accidental Death	\$15,000	\$30,000	\$250,000	\$50,000	Nil
2. Permanent Total Disablement	\$15,000	\$100,000	\$250,000	Nil	Nil
3. Paraplegia or quadriplegia	\$15,000	\$100,000	\$250,000	Nil	Nil
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
6. Loss of use of two (2) limbs	\$15,000	\$100,000	\$250,000	Nil	Nil
7. Loss of use of one (1) limb	\$15,000	\$100,000	\$250,000	Nil	Nil
8. Permanent and incurable insanity	\$15,000	\$100,000	\$250,000	Nil	Nil
9. Loss of hearing in both ears	\$15,000	\$100,000	\$250,000	Nil	Nil
* Additional lump sum benefits are available under the policy, refer to policy document for details					
Injury resulting in Surgery	\$20,000	\$20,000	\$20,000	\$20,000	Nil
Sickness resulting in Surgery	Nil	\$20,000	\$20,000	Nil	Nil
Injury resulting in Fractured Bones	\$3,000	\$3,000	\$3,000	\$3,000	Nil
Injury resulting in Loss of Teeth or Dental Procedures	\$1,000	\$1,000	\$1,000	\$1,000	Nil
<b>Weekly Benefits Injury</b>	Nil	85% of pre-disability earning to a maximum of \$1,000 per week	85% of pre-disability earning to a maximum of \$1,000 per week	Nil	Nil
Temporary Total Disablement Maximum Benefit period 156 weeks, subject to an excess period of 7 days					
Temporary Partial Disablement Maximum Benefit period 156 weeks, subject to an excess period of 7 days	Nil	25% of the Temporary Total Disablement Benefit	25% of the Temporary Total Disablement Benefit	Nil	Nil
<b>Weekly Benefits Sickness (only applicable whilst on a Journey as defined under the policy)</b>	Nil	85% of pre-disability earning to a maximum of \$1,000 per week	85% of pre-disability earning to a maximum of \$1,000 per week	Nil	Nil
Temporary Total Disablement Maximum Benefit period 156 weeks, subject to an excess period of 7 days					
Temporary Partial Disablement Maximum Benefit period 156 weeks, subject to an excess period of 7 days	Nil	25% of the Temporary Total Disablement Benefit	25% of the Temporary Total Disablement Benefit	Nil	Nil

## ROTARY AUSTRALIA NATIONAL INSURANCE SCHEME

	Categories				
	1	2	3	4	5
<b>Student Tutorial Costs</b> (Maximum Benefit Period of 26 weeks – excess period 7 days)	Nil	\$150 per week	\$150 per week	Nil	Nil
<b>Emergency Home Help</b> (Maximum Benefit Period for 26 weeks – excess period 7 days)	Nil	Nil	\$150 per week	\$150 per week	\$150 per week
<b>Medical Expenses *</b> (Australia, PNG, East Timor & Solomon Islands)  Covering Non-Medicare and medical expenses incurred following an accident but excluding medical expenses prohibited by legislation	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
* "Medical Expenses" means expenses that are <b>not subject to full or partial Medicare rebate or recoverable from any other source</b> 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.					

### Travel

#### Categories of Insured Persons

Category	Age Limit
1	Insured Persons aged under 13 years
2	Insured Persons aged 13 to 17 years
3	Insured Persons aged 18 to 79 years
4	Insured Persons aged 80 to 90 years
5	Insured Persons aged 90 to 95 years

	Categories				
	1	2	3	4	5
Kidnap & Extortion (maximum per event)	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Hijack & Detention	\$200 daily benefit, maximum \$6,000 (30 days)	\$200 daily benefit, maximum \$6,000 (30 days)	\$200 daily benefit, maximum \$6,000 (30 days)	\$200 daily benefit, maximum \$6,000 (30 days)	\$200 daily benefit, maximum \$6,000 (30 days)
Medical and Additional Expenses & Cancellation and Curtailment Expenses	Unlimited	Unlimited	Unlimited	Nil	Nil
Continuous Bed Confinement	\$100 per day (60 days max)	\$100 per day (60 days max)	\$100 per day (60 days max)	Nil	Nil
ACE Emergency Assistance Phone: + 61-2-8907-5995	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Loss of Deposits	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Baggage (limit any one item of \$1,500)	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Electronic Equipment (Excess \$250)	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Money/Travel Documents	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Deprivation of Baggage	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Resumption of Assignment Expenses	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000

## *ROTARY AUSTRALIA NATIONAL INSURANCE SCHEME*

	Categories				
	1	2	3	4	5
Personal Liability	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000
Missed Transport Connection	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Political & Natural Disaster Evacuation	\$20,000 per person, \$100,000 in the annual aggregate	\$20,000 per person, \$100,000 in the annual aggregate	\$20,000 per person, \$100,000 in the annual aggregate	\$20,000 per person, \$100,000 in the annual aggregate	\$20,000 per person, \$100,000 in the annual aggregate

### **GEOGRAPHICAL LIMITS**

Anywhere in the World.

### **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 or Condition which:

- ⊗ results from an Insured 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 or attempt at same, suicide or any illegal or criminal act committed by you or an Insured Person.
- ⊗ results from war (whether war be declared or not), invasion or civil war.
- ⊗ is or results from or is a complication of infection with Human Immuno-deficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS related Complex (ARC).
- ⊗ 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.
- ⊗ Persons over the age of 95 years.

### **NOTE**

1. The exclusion for pre-existing conditions on the policy has been waived. However, the following conditions still apply:
  - The Insured Person must obtain approval from their doctor advising they are fit to travel.
  - 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.
  - A full pre-existing conditions exclusion remains in force for Insured Persons diagnosed with a terminal condition prior to the commencement of the journey under the Weekly Sickness Benefit.

## **ROTARY AUSTRALIA NATIONAL INSURANCE SCHEME**

2. Cover is provided for medical and additional expenses whilst on a "journey" for Insured Persons over 79 years of age in relation to the Annual Rotary International Convention only to a policy limit of \$50,000.

### **INSURER**

ACE Insurance Australia Limited

### **POLICY NUMBER**

04PO003900

### **POLICY 4**

**ASSOCIATION LIABILITY (Office Bearers Liability, Association Liability, Professional Indemnity and Fidelity Guarantee)**

### **THE INSURED**

Nominated Rotary Districts and Clubs, Rotaract and Interact Clubs including clubs in the 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 Rotary bodies and the boards thereof and participants in all Rotary activities for their respective rights and interests.

### **NOTABLE DEFINITIONS**

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Entity whose activities, charitable direction and finance is majority controlled by, or affiliated with, an Australian Rotary Club or District or Institute or Rotary International".

### **RISKS INSURED**

#### **(a) Professional Indemnity Insurance Cover**

Cover to the Insured against Loss for Claims by reason of any Wrongful Act arising from a breach of professional duty in the conduct of the Insured Professional Business Practice which Claims:

- (i) are first made against the Insured during the Period of Insurance; and
- (ii) of which We are first notified in writing during the Indemnity Period; and
- (iii) which arise from an act, error or omission on or after the retroactive date specified in the Schedule.

#### **(b) Directors & Officers Insurance Cover**

Cover to the Insured Persons for which the Insured Persons may not be legally indemnified by the Association arising out of any Claim by reason of any Wrongful Act committed by them in their capacity as an Insured Person of the Association which Claims:

- (i) are first made against them jointly or severally during the Period of Insurance; and
- (ii) of which We are first notified in writing during the Indemnity Period.

#### **(c) Association Reimbursement Insurance Cover**

Cover for the Association, when the Association is legally required or permitted to indemnify an Insured Person, any Loss arising out of a Claim made against an Insured Person by reason of any Wrongful Act committed by that Insured Person whilst acting in their capacity as an Insured Person of the Association, provided always that such Claims:

- (i) are first made against the Insured Person during the Period of Insurance; and
- (ii) of which We are first notified in writing during the Indemnity Period.

#### **(d) Association Entity Insurance Cover**

Cover for the Association for Loss arising from any Claims made against the Association by reason of any Wrongful Act committed by an Insured Person which Claims:

- (i) are first made against the Association during the Period of Insurance; and
- (ii) of which are first notified in writing during the Indemnity Period.

## *ROTARY AUSTRALIA NATIONAL INSURANCE SCHEME*

- (e) **Employment Practices Insurance Cover**  
Cover for the amounts that the Insured is legally obligated to pay arising from Employment Practices Claims which:
- (a) are first made against the Insured during the Period of Insurance; and
  - (b) of which Insurers are first notified in writing during the Indemnity Period.
- (f) **Fidelity Insurance Cover**  
Cover to the Insured (subject to the Specific cover Sub-Limit set out in the Schedule) for any loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes belonging to the Insured, where such loss:
- a. is sustained by reason of any dishonest, fraudulent, malicious or illegal act or omission of any Insured Person; and
  - b. is first discovered by the Insured during the Period of Insurance; and
  - c. of which the Insurer is notified during the Indemnity Period.
- (g) **Taxation Investigation Cover**  
Where the Association or any person on behalf of the Association, first received a Tax Audit Notice from the Australian Taxation Office,
- a. during the Period of Insurance, and
  - b. of which Insurers are first notified in writing during the Indemnity Period
  - c. Insurers will (subject to the Specific Cover Sub-Limit set out in the Schedule), provide Cover to the Association for necessary Tax Audit Costs reasonably incurred by the Association up to the completion of the audit or investigation.

### **EXTENSIONS**

- |   |  |
|---|--|
| ■ Committees  | ■ Advance Payment of Defence Costs                   |
| ■ Estates   | ■ Continuous cover                                   |
| ■ Legal Representation Costs  | ■ Attendance at Enquiries                            |
| ■ External Directorships  | ■ Breach of Confidentiality                          |
| ■ Dishonesty of Office Bearers  | ■ Breach of Copyright                                |
| ■ Fidelity (\$10,000 - \$5,000 Excess)                                  | ■ Joint Venture                                      |
| ■ Loss of Documents   | ■ Occupational Health & Safety                       |
| ■ Libel and Slander   | ■ Trusteeship Blanket Cover                          |
| ■ Trade Practices and Related Legislation                               | ■ Entity Cover for Employment Practices Claims       |
| ■ Extended Reporting Period   | ■ Automatic Run-off Liability for Office Bearers     |
| ■ Free Legal Consultation (2 Hours)                                     | ■ Spousal Liability                                  |
| ■ Automatic Fines & Penalties (\$100,000)                               | ■ Taxation Investigation (\$10,000 - \$2,000 excess) |
| ■ One Auto Reinstatement applies to Professional Indemnity Section only | ■ Insured vs Insured (\$1,000 excess)                |

### **LEGAL JURISDICTION**

Courts in Australia, New Zealand or Papua New Guinea.

### **PRINCIPAL EXCLUSIONS**

- ⊗ Bodily injury and property damage
- ⊗ Pollution
- ⊗ Guarantees and warranties
- ⊗ Misconduct of Office Bearers
- ⊗ Unfair Advantage
- ⊗ Fines and Penalties
- ⊗ Insider Trading

## **ROTARY AUSTRALIA NATIONAL INSURANCE SCHEME**

- ☒ Contractual Liability
- ☒ Financial Services
- ☒ Legal Services
- ☒ Medical Services
- ☒ Participants where they do not also qualify as an other "Insured"

### **EXCESS**

<b>\$5,000</b>	each and every claim for Fidelity Guarantee.
<b>\$2,000</b>	each and every claim for Taxation Investigation.
<b>\$1,000</b>	each and every claim Insured vs Insured
<b>Nil</b>	All others

### **LIMIT OF LIABILITY**

**\$10,000,000** any one claim and in the aggregate any one policy year (Fidelity Guarantee \$10,000; Taxation Investigation \$10,000).

- ✘ **Unless higher limits have been selected and shown in the Premium Summary Section.**
- ✘ **\$20,000,000 in the aggregate any one policy year for Rotary Districts of Australia in total.**

### **IMPORTANT NOTICE**

This Policy is issued on a claims made basis.

This means that the Policy responds to:

- (a) Claims first made against you during the policy period and notified to the underwriter during that policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and
- (b) Facts, pursuant to Section 40(3) of the Insurance Contracts Act 1984, which states: "where the insured gave notice in writing to the underwriter of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the underwriter is not relieved of liability under the contract in respect of the claim when made by reason only that it was made after the expiration of the period of insurance cover provided by the contract".

When the policy expires, no new notifications can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

### **INSURER**

CGU Professional Risks Insurance Limited  
Vero Insurance Limited

### **POLICY NUMBER**

05MUL0279232

## ROTARY AUSTRALIA NATIONAL INSURANCE SCHEME

### CLAIMS PROCEDURE

1. The system of reporting and investigating accidents and losses has been arranged so that claims can be processed and settled with a minimum of delay. **Immediate** notice must be given to **Aon via The District Insurance Officer** if a loss is likely to give rise to a claim on a policy. Aon will assist in the processing of the claims and ensure that you take full advantage of policy benefits.
2. Please use the proper claim form, ensure that all relevant questions are answered, **clearly identify your District and Club** and attach any relevant documents to support the claim, if available, otherwise do not delay reporting the loss.
3. **NB** In regard to claims which relate particularly to:
  - Third Party claims against you, eg. Motor Vehicle, Public Risk, Products Liability and Association Liability
  - Personal AccidentPlease do not incur any expense by litigation or agreement, or admit liability verbally or in writing, otherwise you may prejudice your claim. Any Summons, Writ or other legal demand must immediately be directed to the Insurance Company under cover of your letter via Aon Risk Services Australia Limited. **Insurance Companies have undertaken to accept the risks you have insured against, and it is their responsibility to accept or reject liability.**