



Insurance and the Rotary Club

July 2008

**Kinwarton Road, Alcester,
Warwickshire B49 6PB**

Important Note:

**Please destroy all previous editions - the
information contained in them is no longer valid.**

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Insurance and the Rotary Club

Introduction

This document gives a brief explanation of the main insurances arranged for Rotary, Rotaract, Interact, Interim or Provisional Clubs and Districts. There are five policies and a compensation scheme arranged by RIBI, which are: -

1. Public, Products and Employers' Liability – covering legal liability for death or injury to members of the public and/or damage to their property.
2. Regalia and Money – Covering loss or damage to Club/District Regalia and Money.
3. Officers and Club Indemnity – covering wrongful acts of Officers. i.e. actual or alleged breach of duty, breach of trust, neglect, error, misstatement, omission, breach of warranty or authority.
4. Legal Expenses – to protect members in the event of a criminal prosecution arising whilst acting on behalf of Rotary.
5. Libel and Slander – covering District and Club Publications
6. Personal Accident – covering all Rotarians & volunteers whilst acting on behalf of Rotary

RIBI does not automatically provide cover for the following risks, however cover can be arranged though the RIBI's Insurance Broker Sutton Winson Ltd (referred to throughout this documents as SWIB): -

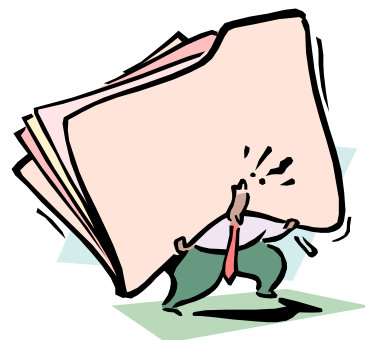
Fireworks Displays where not fired by Specialists
Equipment Insurance
Cancellation and Abandonment
Weather Insurance
Prize Indemnity

Important – this list is not exhaustive

Please read these notes carefully as the covers will not meet all the requirements of every Club/District and you may need to arrange additional cover. If in doubt, contact SWIB with whom this document has been prepared.

Sutton Winson Insurance Brokers
Jubilee House
56-58 Church Walk
Burgess Hill
West Sussex
RH15 9SN

Telephone Number: 0845 688 9088
Facsimile Number: 01444 251150
E-Mail: postmaster@swib.co.uk
Website: www.suttonwinson.com



Included within this document are some notes based on those questions regularly raised by Clubs/Districts. The details are correct at the time the booklet is printed but the covers may change subsequently.

Insurance and the Rotary Club

Section 1

1. General Instructions

It is important that all Rotary property, monies and effects, and the liabilities involved in the undertaking of Rotary activities, be adequately covered by insurance. Great care should be exercised in arranging the necessary policies, and the following notes are prepared only as a broad outline to provide some guidance in these matters.



2. RIBI Policies

RIBI has arranged Public Liability, Employers' Liability, Regalia and Money, Officers and Club Indemnity, Legal Expenses and Personal Accident cover for Rotary Clubs, Districts, Rotaract, Interact and Interim Clubs but not Inner Wheel, Probus Clubs or Friends of Rotary (but see Page 4, Note 7). Summaries of these covers are given later in this booklet. The activities of Rotary Fellowships are also not covered under these policies.

***N.B.** In the booklet where reference is made to Clubs or Districts this means all RIBI Clubs, Rotaract Clubs, Interact Clubs and Interim or Provisional Clubs and Districts of each.*

3. Expert Advice

It cannot be emphasised too strongly that insurance without absolute security is not true insurance. Therefore, all insurances should be placed with a reputable Insurer. A Rotary Club is advised to prepare a schedule of all the property for which it is responsible, as owner or tenant or as bailee or otherwise and the common law liabilities in which it may be involved either directly or vicariously, and then to check that provision has been made for full insurance protection for those risks.

Although the insurance market is competitive, it is not always wise when effecting policies to accept the cheapest quotation without checking any 'snags' in the form of unnoticed or unexplained exclusions or restrictions of cover, for (as with anything else) the cheapest may not be the best.

The wording of insurance contracts is all important and it may not be easy for a Club to satisfy itself, in dealing directly with an insurance company, that the policy has been drawn up to meet its requirements to the full, hence the advisability of seeking expert advice from its insurance member or, without cost to the Club, from one of the reputable companies or from an insurance broker.

4. Signing Contracts

If you are required to sign any contract e.g. when hiring a building, please make sure you are not incurring additional liabilities which may not be covered by the Liability Policy.

The most common issue is that clubs are asked to accept liability "howsoever" it arises. This is not acceptable and liability should be restricted to that for which Rotary is "legally liable" for example as a result of negligence, in accordance with the insurance policy arranged.

If a Club/District requires an agreement to be checked, please forward this in the first instance to Sutton Winson Insurance Brokers.

5. Making sure the sum insured is adequate

If insurance companies discover under-insurance then they would normally apply the condition of "average", which would result in the Club being made to bear a proportion of the loss, relative to the degree of under-insurance. Some policies relating to material property are prepared on an "indemnity" basis, which means Insurers are entitled to take into account wear, tear and normal depreciation in assessing the compensation paid. Others provide "new for old" cover.

It should be the regular practice of all clubs to review the sums insured under their policies. Neglect of this precaution frequently results in the discovery that property is under-insured at the time of the loss, mainly due to the oversight of items subsequently acquired. Conversely, if the values at risk have declined, there is no point in continuing to pay a premium for inflated sums insured. Since sentimental values are disregarded, in the case of articles of considerable intrinsic value, such as silver, trophies or badges of office, it is good practice to secure an independent valuation of each item and keep this regularly updated, so that it can be provided as evidence of value.

6. General Advice

The following notes have been prepared by SWIB based upon frequently asked questions and you may find this helpful but we would strongly recommend you read the appropriate sections of this booklet for more detailed information.

Regalia

1. Make sure you have current valuations for your regalia and take photographs of valuable items with a ruler alongside to indicate size.
2. Keep an up to date log of who holds items of Club regalia and make sure the regalia is returned intact after use.
3. Do not leave regalia or valuable items unattended at events or in vehicles.
4. Notify the Police immediately it is discovered property has been stolen or damaged by malicious persons and ensure a note of the crime reference number is kept.

Property Not Insured

1. The RIBI Regalia Compensation scheme only covers specified items (see page 10 for exact definition). Any other equipment owned by a Club or District must be insured separately, e.g. generators, marquees, office equipment, computers etc. If in doubt contact SWIB.
2. If you hire or borrow equipment make sure it is insured.
3. Exhibitors must have their own insurance.
4. Whilst RIBI's Liability policy cover includes liability in respect of other people's property in the custody, possession or control of a Club (up to a limit of £250,000), it should be remembered that this cover is for legal liability only and only provides cover for loss or damage arising out of the negligence of the Rotary Club or individual Rotarians. It should be emphasised that the Regalia Policy does not provide cover for hired equipment.

Short Term cover can be arranged through SWIB to cover hired marquees, portable toilets and the like.

Money

1. Check the limits of cover for each event arranged. If these are inadequate, please refer to SWIB, as top up cover is available.
2. Money in transit in excess of £1,000 must be split in equal amount between two able bodied adult persons up to £5,000. Please refer to page 11 for full details of escort requirements and exclusions. If higher limits are required for specific events please contact SWIB to arrange additional cover
3. Do not keep more than £300 in any one home, unless it can be kept in a safe in which case, the limit is increased £500.

Liability Insurance

It is important that all Clubs do everything to avoid accidents, which may give rise to claims under the Combined Liability Policy, and should undertake and record a risk assessment before each club event. In the event of any incident, every effort must be made to record the circumstances supported by statements from witnesses, etc., and the matter must be reported to SWIB with the minimum delay. **Do not admit liability or enter into correspondence** other than to say that the matter has been reported to the Insurers of Rotary International in Great Britain and Ireland. Possible claims under other policies must also be reported without delay to SWIB; failure to do so may invalidate the cover.

Where reference needs to be made to the Health & Safety Executive, they can be contacted on Tel. No. 08701 545500 or their Website can be found at www.hse.gov.uk

Please now note that there are strict guidelines laid down following the implementation of the Woolf Reforms, which were introduced to speed up the settlement of Liability claims. Please refer to page 16 for details.

1. A list of every day events acceptable to Insurers is given on page 8.
2. Do not drive any vehicle until you have made sure you are insured under a valid policy (the RIBI Liability policy does not cover motor vehicles licensed for road use.)
3. Refer any forms or contracts where you are requested to provide an indemnity (for example a Council or Ministry of Defence contract) to SWIB before signing them.
4. If you are hiring/borrowing inflatable castles, we recommend that the owner runs the inflatable castle for the period of the event and you should ensure that the owner has Public Liability insurance, which extends to include the Club's liability.

Where inflatable castles are hired/borrowed and the owner is not present during the RIBI event, please follow the advice provided by PIPA Scheme - www.pipa.org.uk. Also ensure that you are provided with written instructions about the safe setting up, operation and supervision of the equipment, and the name and address of the manufacturer or supplier is clearly marked upon it.

The Royal Society for the Prevention of Accidents also issued guidelines for users.
www.rosipa.com

5. If you are hiring/borrowing fairground rides, merry go-rounds etc., make sure that the operator of the ride holds Public Liability Insurance.

Even where the owners of the fairground rides have Public Liability Insurance, it does not absolve Clubs of their Legal Liability to members of the public and you must ensure that the owners adhere to the safety requirements outlined in the HSE document "Fairgrounds and Amusement Parks Guidance".

6. Organisers of sporting and other events must do all they can to ensure the health and safety of participants and spectators.
7. Friends of Rotary are not covered under the Rotary Liability Policy if they organise their own activities or events. However if they provide assistance at an official Rotary Event, the individuals will be covered as voluntary helpers.
8. Other organisations attending Rotary Events must have their own Public Liability Insurance and evidence of this should be obtained.
9. Ensure that events are adequately marshalled and carry out risk assessments. The HSE Document "Five Steps to Risk Assessments" should be referred to for guidance. (Please refer to the Rotary Event Checklist, (Appendix A, pages 18-20).

10. Remember there is no cover in force in respect of flights in aircraft, hot air balloon rides, hovercraft etc. Where these activities are organised, the owners' insurance must be extended to include the Club's liability.
11. When organising clay pigeon shoots, do check the whereabouts of public rights of way and ensure adequate safety precautions are taken. Reference should be made to the safety guidelines produced by the Clay Pigeon Shooting Association. (Tel. No. 01483 485400, Website www.cpsa.co.uk)
12. If you are lending wheelchairs, make sure they are properly maintained and the user has Personal Liability Insurance.
13. Firework displays must be organised by a recognised professional organisation with their own Public Liability insurance with a limit of indemnity of no less than £5,000,000, which must be checked, and a written record obtained prior to the event taking place.

Detailed guidance is available from the Department of Trade and Industry website www.dti.gov.uk

The RIBI Public Liability policy does not extend to cover firework displays where fireworks are not fired by specialist organisations. Where Rotarians are involved in firing the fireworks, reference must be made to SWIB who will arrange a separate insurance policy.



It is also recommended that reference be made to HSE document – “Giving your own firework display”

14. Where more than 3,000 people are expected at an organised event, such as a Firework Display, it is recommended that you obtain a copy of the HSE document HSG 154 “Managing Crowds Safely”.
15. Where an event involves the cooking of food, you must ensure that the individual who is cooking is aware of the relevant hygiene procedures. The Food Standards Agency has a very useful website offering guidance notes on Food Hygiene www.food.gov.uk We also recommend that reference is made to the Food Safety (General Food Hygiene) Regulations 1995
16. When organising Parades and Charity Walks we recommend that you follow the advice provided by RoSPA - www.rospace.com
17. The RIBI Public Liability policy will cover a Club against claims for bodily injury or damage to third party property arising as organisers of approved Rotary Events, provided it is as a negligent act of the Club, Individual Member or Voluntary Helper.

Owners of properties have a duty of care when inviting people on to their property and this liability is covered under a normal household policy i.e. Personal Liability or Property Owners Liability. Members should therefore advise their own Household Insurers if they are allowing a Club to use their home / property for an event.

Motor Insurance

Because of the large number of queries received by SWIB, the following notes concerning motor insurances are included.

- (a) No cover is effected by RIBI to insure motor vehicles (i.e. Cars, Vans, Lorries, and Minibuses) requiring Road Traffic Act Cover.
- (b) Rotarians wishing to protect their "No Claims Bonus" should take out a "protected bonus" cover on their Private Motor Policy. This cover cannot be taken out separately.
- (c) Private Motor Insurance policies issued to individuals and to firms who provide employees with motor cars, usually allows use for Social, Domestic and Pleasure purposes. Legal liability to passengers is now included as required by Law and in most policies, legal liability of passengers is included as well.
- (d) It is considered that the use of motor vehicles for Rotary duties would normally fall within the definition of Social, Domestic and Pleasure use. However, it is strongly recommended that Rotarians, whether they receive a contribution to expenses (motor mileage allowance) or not, notify their Insurers and obtain confirmation that the matter is in order.
- (e) Some motor policies contain restrictions which limit driving to one or more named persons and this point must be borne in mind when offering or accepting the loan of a car, to ensure not only that the borrower is permitted to drive by the terms of the Policy and would, therefore, be indemnified in respect of third party liability, but also that the use to which the vehicle will be put is covered by the definition of use in the Insurance Certificate.
- (f) It is necessary to ensure that the Private Motor Insurance is extended to cover the towing of any trailer including Christmas Floats.

To protect Rotary, the main Liability policy has been extended to provide contingent Liability insurance to cover Rotary's Legal Liability against claims for bodily injury arising from the use of trailers for Santa's Sleigh with only **one person** seated upon the trailer whilst it is being towed.

To ensure that Rotary comply with the Road Traffic Act, we **recommend** that you contact your Local Police Authority to check that they do not have any objections with the Christmas Collections involving the towing of a trailer with one person seated on this.

If your trailer/caravan becomes accidentally detached during a journey, it is still deemed to be attached for insurance purposes and, therefore, a claim arising would fall under the motor policy in relation to the towed vehicle.

When the trailer/caravan is detached by an authorised person, if it then causes damage to a third party/person/other property, it is insured under the Rotary Public Liability Insurance policy.

NB: Important – the comments previously under section (f) do not relate to the use of flat bed lorries for carnival floats etc.

Where a lorry is being utilised, it is important the Motor Insurers of the vehicle are made fully aware of its usage and the motor insurance is extended accordingly particularly to pick up the liability for persons on the vehicle. If in doubt please seek advice from SWIB.

When borrowing vehicles, please obtain written confirmation from the owners that it is insured for Rotary's activities including the designated Driver.

RIBI Protection Policy

The Association's current Protection Policy was published in April 2007. Each club has received a copy in the Club mailing. Further copies are available from the Secretariat. Please note the following in relation to the Protection Policy:-

Public Liability Policy – Legal Perspective provided by SWIB

Common Law, and in some areas statutory legislation, require a very wide range of people to take reasonable care to prevent injury to others. Indeed the law recognises that a higher standard of care exists in matters concerning children. The use of best practice procedures in the management of child protection and care is essential, just as similar obligations rest upon those responsible for health and safety in industry and commerce. The observance of reasonable care is a standard insurance condition.

How the Public Liability (Third Party) insurance protects policyholders

Allegations of child abuse and events arising therefrom may or may not be a matter for insurance as this will depend on the circumstances of particular incidents, however, subject to the policy terms, the Public Liability insurance will protect the interests of Policyholders (for instance the Rotary organisation or a member club) where they are found legally liable for such abuse. Generally, this is in circumstances where the organisation is held liable due to failure in supervision, for instance for the acts of a member or employee - this is often referred to as vicarious liability.

There is no cover provided for the actual perpetrator of abuse for what would constitute a deliberate criminal act.

Legal Expenses Insurance

To provide some protection for individual members, RIBI has taken out a Legal Expenses policy.

Legal Expenses Insurance provides financial support and Legal Advice in defending a member against legal proceedings with the police where it is alleged that a member has or may have committed a criminal offence OR following an event which leads to a member being prosecuted in a court of criminal jurisdiction relating to alleged abuse claims.

Please refer to page 12 for further details on this cover, conditions and claims procedures.

The policy terms require that all reasonable steps be taken to prevent injury occurring and failure to do so may prejudice the cover. A duty, therefore, exists upon Policyholders to adopt best practice based upon current and ongoing guidelines.

RIBI Health & Safety Policy

Districts and clubs should follow the advice provided in the RIBI Health & Safety Policy, especially in relation to the completion of Risk Assessments for all activities and events organised by Districts and Clubs.

Section 2

Combined Liability – Public, Products and Employers Liability

All Rotary, Rotaract, Interact and Interim (i.e. in the process of being formed) clubs, the General Council and the District Councils of Great Britain and Ireland and/or any individual member (including prospective members) and voluntary helpers are covered under this policy in respect of their legal liability for claims made against them for bodily injury (fatal or non-fatal) to persons and/or damage to and/or loss (including loss or damage by fire) of property arising out of or directly as the result of their activities anywhere in Great Britain and Ireland only, including liability of the Insured to individual members.

The total limit of cover for Public Liability is £10m any one claim. The Insurers are Ecclesiastical Insurance Company and Ace Europe Ltd. There is a £100 excess for claims made in respect of loss or damage to property in the custody or the possession of the Club.

It must be stressed that the policies cover the Club's **LEGAL LIABILITY** for bodily injury or damage to property belonging to other people, excluding liability solely arising because of contract.

The policies do not cover claims, which clubs think they have a moral obligation to pay, unless legal liability exists. The Insurers reserve the right to pay or contest any claim depending on their opinion of the grounds on which the claim is submitted.

The cover arranged with Ecclesiastical includes the majority of the non-hazardous activities of the Clubs. It is virtually impossible to provide a list of all acceptable events. The following events do not need to be referred to SWIB unless they are likely to have an attendance of 2,500 people or more: -

- Donkey derbys, duck races, bed races and the like
- Dances, concerts, exhibitions, fashion shows
- Street collections, erection of banners
- Barbecues, coffee mornings, cheese and wine events
- Carnivals, fetes, fairs, galas and fun days
- Trailers not attached to a road vehicle
- Boating events and races involving manually propelled craft not exceeding 9 metres
- Hiring public buildings/council land (where contracts are signed please refer to page 2)
- Sponsored walks, swims, cycle rides etc (restricted to Great Britain and Ireland)
- Fireworks displays, subject to the use of a specialist company, (see page 5)
- "It's a Knockout" type event
- Horse riding events
- Jumble Sales, Bring and Buy Sales, Car Boot Sales
- Clay Pigeon Shoots – refer to Clay Pigeon Shooting Association for safety regulations (Tel. No. 01483 485400, Website www.cpsagb.co.uk)
- Inflatable castles – refer to safety notes issued by www.pipa.org.uk.

Where clubs are organising events and it is anticipated that the attendance will be over 2,500 people, please complete the Rotary Event Checklist, Appendix A on pages 18 to 20 and forward it to SWIB, Fax No. 01444 251150

It is advisable for clubs contemplating any activity which might be considered to represent an unusual risk to take the precaution of contacting SWIB well in advance of the event to confirm that the activity will be covered under the standard RIBI policy, or, if necessary for Underwriters to extend the existing arrangements.



In all circumstances where a club or member is asked to sign a Certificate of Indemnity of any kind relieving any company, government department or local authority or person of legal liability arising out of a Rotary activity, such an agreement must first be submitted to SWIB for approval. These agreements can take the form of an actual certificate or a document detailing conditions of hire. Please note any agreement that has a “hold harmless” clause (i.e. where the Club undertakes to indemnify the other party whether it has been negligent or not) will not be acceptable to the Insurers (other than for Humanitarian and Matching Grant projects).

It is not possible for RIBI to arrange cover for every eventuality and some exclusions do apply. A brief summary of some exclusions are listed below, although this list is not exhaustive:-

- Aviation risks, (other than hand-propelled craft), use of hot-air balloons, parachute
- Bungee jumping
- Abseiling
- Marine and water-borne risks, other than hand-propelled or sailing craft in inland territorial waters
- Hovercraft
- Racing risks involving the use of motor vehicles
- The use of vehicles licensed for use on or off the public highway
- Any deliberate act or omission
- Contract Conditions that impose an absolute liability on Clubs for damage or injury howsoever caused.

Other Rotarians

The policy also indemnifies individual Rotarians in respect of their legal liability arising out of Rotary activities and there is no exclusion of such liability should the injury or damage be caused to another Rotarian. In the event of claims arising out of Rotary activities being made against individual Rotarians by other Rotarians or third parties, then the policy will operate although it is stressed that the cover relates to legal liability only and does not cover Personal Accident (where injury arising in the absence of anyone’s negligence)

Products Liability

This covers goods sold or supplied by Clubs. The limit of indemnity provided is £10m in the aggregate any one period of insurance.

Employers’ Liability

The policy includes cover up to £10m for any one claim in respect of a Club’s legal liability for death or injury to any person arising out of or in the course of their employment by a Club.

Checking a Third Party’s Insurance documents

You are advised to make certain that any other organisation or group supplying a service or taking part in an event hold a valid insurance policy that applies to the activities in question, provides indemnity to your Club with a limit **at least £1m**. Insist on written evidence and keep this with your risk assessment for the event.

In certain instances a limit of indemnity of £1m will prove to be inadequate. In view of this, it is recommended that, where you have a professional company firing fireworks, you insist upon all of the above with the exception that they have in force a minimum limit of indemnity of £5m.

Where an organised event involves the use of aircraft/hot air balloons it must be remembered that this is specifically excluded from the insurance policies arranged by RIBI. It is therefore imperative that the owners have a minimum limit of indemnity of £10m.

If in doubt contact SWIB, and please give as much information and notice as possible.

Stallholders Liability

Ecclesiastical have agreed to extend this policy to include Stallholders Liability on the following basis:-

At the request of Rotary, Insurers will indemnify stallholders against legal liability for third party injury, loss or damage arising from the attendance of stalls with Rotary's consent at a Rotary event. The terms are:-

- a) Limit of Indemnity of £1,000,000 to apply to this extension
- b) An exclusion of liability for which indemnity is provided by any other insurance
- c) Excluding indemnity to commercial traders, established organisations or amusement ride providers of any description.
- d) Cover to apply to stall type risks only.

To clarify further

- e An established organisation would be another Charitable organisation whom we would expect to have their own liability cover.
- e A stall holder type risk would be an individual who is just fund raising on behalf of Rotary i.e Mrs Smith selling home made cakes.

Subject to an understanding that Rotary would not "advertise" the existence of the cover and would only disclose its existence to bona fide stallholders for whom the event is a "one-off".

For cover therefore to operate, a club or district must contact SWIB prior to the event (preferably 7 days notice) confirming that they are holding an event where they require liability cover for Stallholders including approximate number and type of stalls).

Electric Wheelchairs

Ecclesiastical have agreed to extend the Public Liability insurance at the request of Rotary, to indemnify the user against legal liability for third party loss, injury or damage arising from the use of electric wheelchairs owned by Rotary, subject to :-

- (i) a limit of indemnity of £1million to apply to this extension
- (ii) an exclusion of liability for which indemnity is provided by any other insurance
- (iii) excluding liability arising from any wheelchair or scooter intended for road use and in any event excluding Road Traffic Act liability.

On the understanding that cover would not be offered as automatic and steps should first be taken to establish the existence of household or other cover in the name of the user.

For cover to operate a club or district must contact SWIB

Section 3

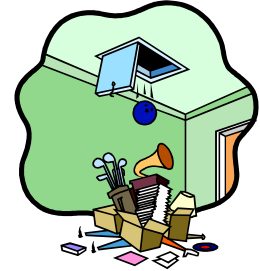
Regalia and Money

The RIBI Compensation Scheme provides the following cover for Club and District Regalia.

Regalia

Cover

Fire, Lightning, Explosion, Aircraft, Riot, Malicious Damage, Earthquake, Storm, Flood, escape of Water, Impact, Accidental Damage and Theft or Attempted Theft (involving forcible or violent entry or exit to premises).



Property

Regalia comprising presidential and other official chains or jewels of office, bars and medals, other property comprising plaques, banners, lecterns, bells, trophies, Rotary wheels, furniture and display trailers with fixed equipment owned by you.

Sum Insured

£6,000 per Club or District in any calendar year.

Geographical Limits

- (1) anywhere in or in transit within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man, or
- (2) elsewhere in the World up to 30 days in any one calendar year.

Excess

£250 in respect of Theft from an Unattended Vehicle

£150 in respect of All Other Claims.

Main Exclusions

- u Theft from unattended vehicles, unless the items are left out of sight in a locked boot or locked glove compartment.
- e Loss or damage to trailers whilst being towed.
- e Loss or damage to trailers stored in the open.

The Scheme does not cover caravans, wheelchairs, electrically powered vehicles, marquees, generators, PA systems, computers, and projectors. Separate cover for these excluded items is available from SWIB.

The Scheme also does not cover the personal possessions of members, which should be insured under their own home insurance policy – property outside the home.

If a Club has in excess of £6,000 Regalia and equipment, a separate insurance Policy can be arranged to include it. Please contact SWIB. Clubs will need to arrange separate cover on any property they own in addition to that described above.

Money Cover

Loss of Rotary money within England, Scotland, Wales, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

Limit of Liability

These limits will apply to each Club or District in any one calendar year.

- | | |
|--------------------------|-----------|
| (1) Non negotiable money | £ 250,000 |
|--------------------------|-----------|

(2) In transit to your normal Bank or to any of the sites where you are holding a function or from any of these sites to your normal Bank	£	5,000
(3) Money in the private residence of any authorised Rotarian	£	300
(4) In a private dwelling in a locked safe	£	1,000
(5) In any other locked safe or strong room	£	500
(6) In a Bank night safe	£	5,000
(7) Any other loss	£	250

Escort Requirements

It is a condition precedent to liability in respect of loss of money in transit that the amounts shown below are accompanied by the stated number of escorts being responsible able-bodied adult persons.

Amount	Number of Escorts
£0 - £1,000	1
£1,000 - £5,000	2



Exclusions

Whilst the money is in custody or control of a professional carrier

During transit by unregistered post

From an unattended vehicle

From any gaming or vending machines

Due to clerical accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, or the use of counterfeit money.

If a Club requires increased money limits, please contact SWIB.

Section 4

Officers and Club Indemnity Insurance (Trustees)

This insurance is arranged with Hiscox and protects the fiduciary liability (as opposed to the liability of physical loss or damage which is covered by the Public Liability policy) of the Officers of RI, Districts and Clubs.

The policy also protects all members (including Staff) of RIBI whilst carrying out Rotary business/activities.

The cover is in respect of any claims made against RIBI, Districts or Clubs or its Officers (i.e. all members and Staff of RIBI), whether jointly or severally arising from a wrongful act, which results in an action for damages. Additional costs, charges and expenses incurred with Insurers' consent in defence of a claim are also insured.

Definition of Wrongful Act

Wrongful act means any actual or alleged breach of duty, breach of trust, negligence, negligent misstatement, misleading statement or negligent misrepresentation, defamation, breach of warranty of authority or any other act error or omission attempted or allegedly committed or attempted solely in the course of the activities of Rotary.

The Limit of Indemnity is £1,000,000 in the aggregate for all claims (including costs, charges and expenses) incurred in any one policy year. **A Club should inform either RIBI or SWIB if its funds are likely to exceed £250,000.**

Any legal action must be brought in the Courts of the United Kingdom of Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

Section 5

Legal Expenses Insurance

This insurance has been arranged through DAS Legal Expenses Services and its main purpose is to provide financial support and legal advice in defending a member against legal proceedings with the police where it is alleged that a member has or may have committed a criminal offence OR following an event which leads to a member being prosecuted in a court of criminal jurisdiction relating to alleged abuse claims.

Cover

Legal Defence

Limit of Indemnity £50,000

Costs in defending your rights, prior to the issue of legal proceedings when dealing with

- the Police
- the HSE where it is alleged that a member has or may have committed a criminal offence
- Following an event which leads to a member being prosecuted in a criminal court
- If civil action is taken against a club for compensation under section 13 of the Data Protection Act 1998.

Contract Disputes

Insurers will negotiate on behalf of Rotary's legal rights in a contractual dispute arising from an agreement, which has been entered into by Rotary for the purchase, hire, sale or provision of goods or of services

The amount in dispute must exceed £250

Cover **excludes** claims relating to: -

- 1) Settlement payable under an insurance policy
- 2) A lease, licence or tenancy of land or buildings other than a dispute with a professional adviser for the drafting of the lease etc
- 3) Sale or purchase of computer hardware, software systems or services

Property Protection and Bodily Injury

Costs incurred to bring a civil action relating to physical damage to property owned by Rotary or bodily injury caused to a member by a specific or sudden accident.

Tax Protection

In the event of a Full or Aspect Enquiry, Insurers will arrange for an Accountant to represent Rotary in the event of an investigation and pay any related accountants fees and legal costs.

Following an assessment by HM Customs & Excise in respect of VAT due, if you disagree with the VAT assessment, Insurers will pay the cost of representing Rotary in an appeal to a VAT Tribunal.

What is not covered

- Costs and expenses incurred before written acceptance of a claim by Insurers
- Fines, penalties, compensation or damages which Rotary are ordered to pay by a court other than compensation awards in respect of Data Protection claims
- Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidential agreements
- Any insured incident deliberately or intentionally caused by a club
- Any claim relating to the ownership, driving or use of a motor vehicle

Helpline (Quote Policy Number TT8/4140648 UK or TT8/7119242 EIRE))

Eurolaw Commercial Legal Advice

Tax Advice

Business Assistance

For the above services, phone 0117 934 2111 or 1850 670747

Counselling

For this service, phone 0117 934 2121



Claims Procedure – PLEASE REFER TO PAGE 16

Insurers will not cover legal action taken by Rotary which Insurers or their appointed representative have not agreed to or where Rotary does something that hinders Insurers or the appointed representative

Section 6

Libel & Slander Insurance

RIBI has effected a policy with Royal & Sun Alliance which indemnifies Clubs and Districts against Liability at Law for damages, claimants' costs and expenses in respect of claims made against Club and District publications, for slander, slander of title and goods, passing off, infringement of trade mark, registered design, copyright or patent right arising from matter contained in the publications.

Limit of Indemnity £500,000 any one claim during the policy period, subject to deduction of the £750 excess for each and every claim. The Insurers will not be liable for any claims brought in the United States of America its territories and possessions and Canada.

Section 7

Personal Accident Insurance

With effect from 1 July 2007, RIBI has effected a Personal Accident policy with Chubb Insurance covering all members of RIBI as follows:-

Insured Persons

All Rotarians and Employees of RIBI, including Rotarians Wives, Husbands, Partners, Voluntary Helpers, Friends (including Friends of Rotary Groups), Honorary Rotarians and the like, whilst they are helping at Rotary events.

Operative Time

Whilst engaged in any activity associated with the Membership of Rotary i.e. including provision for cover during involvement in such activities as Friends of Rotary, Rotary Action Groups, Working Together Groups and similar, including Commuting

Benefits

1) Death	£ 30,000
2) Loss of One or More Limbs and/or Loss of One or both Eyes	£ 30,000
3) Paraplegia	£ 25,000
4) Quadriplegia	£ 100,000
5) Permanent Total Disablement	£ 30,000
6) Total Loss of Hearing (in both ears) and/or Total Loss of Speech	£ 30,000
7) Total Loss of Hearing in one ear	£ 7,500
8) Permanent Partial Disablement	£ 30,000
9) Temporary Total Disablement – per week Maximum 104 weeks Deferment Period - Nil	£ 200 *

Permanent Partial Disablement

In the event of Permanent and Irrecoverable Disablement which is the sole and direct cause of Bodily Injury and will in all probability last for the remainder of the Insured Person's life without reference to the Insured Person's occupation, Insurers will pay the following percentages of Sums Insured

	<i>Percentages of Sum Insured</i>
Permanent total deafness in one ear	25%
I. Loss of one joint of thumb of either hand	15%
II. Loss of more than one joint of thumb of either hand	25%
III. Loss of one joint of forefinger	10%
IV. Loss of more than one joint of forefinger	20%
V. Loss of one joint of any other finger	5%
VI. Loss of more than one joint of any other finger	10%
VII. Loss of both joints of one big toe	15%
VIII. Loss of one joint of one big toe	10%
IX. Loss of both joints of any other toe	5%
X. Loss of one joint of any other toe	2%
XI. Permanent total loss of use of shoulder or elbow	25%
XII. Permanent total loss of use of wrist, hip, knee or ankle	20%
XIII. Removal by surgical operation of lower jaw	30%

Restrictions

- u Cover for persons over the age of 85 restricted to Benefits 1 and 2 only.
- e Benefit 9* is reduced to £100 per week in respect of persons over the age of 65 years and not in gainful employment in respect of medical and ancillary expenses incurred following bodily injury.

Section 8

Additional optional insurances available

Various additional insurance policies are available to clubs. The following gives an outline of those policies. For fuller details, contact SWIB.

Club Owned Equipment

If individual Clubs own items such as office equipment, computers, audio/visual equipment, marquees, generators, PA systems, caravans, catering vans, wheelchairs etc, additional cover needs to be arranged.

Short Term Cover

A policy can be arranged to provide short term cover for equipment borrowed or hired by a club for events.

If specific details are provided to SWIB, then quotes will be provided.

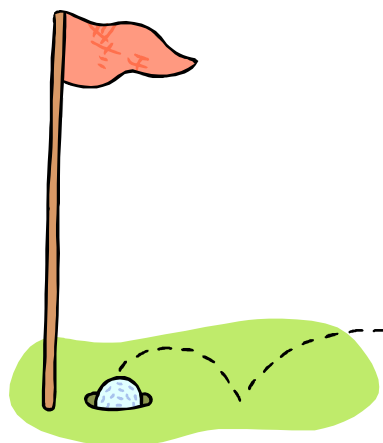
Cancellation and Abandonment Insurance

Cancellation and Abandonment Insurance is available to cover expenses incurred in the event of cancellation or abandonment of an event. This cover is for genuine abandonment for external reasons outside the Clubs' control, typically bad weather. It would not cover abandonment due to lack of support.

SWIB have a new facility for Cancellation and Abandonment Insurance with preferential rates for Rotary. This type of cover must be arranged 28 days in advance of an event. Please contact SWIB for further details.

Prize Indemnity – Hole in One / Prize Putt

Golf tournament organisers often offer a prize to competitors achieving a specific hole in one during a competition round. If the prize is won, the organisers incur a financial loss.



Section 9

What to do in the event of a claim

If you are unlucky enough to have a potential claim at an event, you must collect as much information as possible to assist insurers to ensure an appropriate outcome is obtained.

LIABILITY CLAIMS

- u Do not admit liability or offer any sort of settlement.
- e Advise SWIB as soon as possible of the incident that may lead to a claim. Be guided by the Brokers. You may well be asked to complete a claim form.
- e If appropriate, obtain signed witness statements.
- e Record full details of the circumstances surrounding the incident including, if appropriate, weather conditions at the time.
- e Take pictures or record diagrams of the area involved in the incident if appropriate.
- e Record the incident in the next set of club minutes and ensure a note is recorded of who holds all the relevant information regarding the claim. Remember a claim can be brought for up to three years after an incident - even longer for claims involving minors or non personal injury claims.
- e Do not enter into any correspondence or communication with the claimant unless specifically sanctioned by the Brokers.
- e **If you receive a letter from a claimant or Solicitor notifying you of an injury claim, you must make sure you pass it on to SWIB immediately. Under the regulations, Insurers only have 21 days to acknowledge the letter and 3 months to investigate from the date of acknowledgement.**
- u If your insurers miss these deadlines, the courts can impose financial penalties, which will increase the costs of a claim.

LEGAL EXPENSES CLAIMS

To ensure that Insurers deal with a claim, please comply the following guidelines if you are faced with a potential legal dispute:-

- e If you think you may have a claim, do not ask a solicitor for advice unless DAS have given their permission. If you do, Insurers will not pay the costs involved
- e It is always a good idea to get legal advice from DAS as soon as possible
- e If you think that you might need to claim, contact DAS and a claim form and guidance notes will be sent to you
- e If you call the Legal Advice Service to discuss a problem that might lead to a claim it is important to note that, due to the confidential nature of the service provided, a call to the Legal Advices Service does not register a possible claim.

You will still need to contact the DAS Claims Department for a form – Tel No 0117 934 2000 (UK) Or 01 670 7470 (Eire)

Insurers will not cover legal action taken by Rotary which Insurers or their appointed representative have not agreed to or where Rotary does something that hinders Insurers or the appointed representative

If in any doubt at all contact the SWIB before taking any action.

Section 10

Complaints / Commendations

Circumstances may arise in which you may wish to register a complaint. Sutton Winson have a written complaints procedure to ensure that any complaint received is handled as quickly and efficiently as possible.

Any complaint should be discussed in the first instance with the individual who has been dealing with the matter or his/her manager. If there is continuing cause for dissatisfaction, you should write to the Managing Director at SWIB Twickenham office or you may telephone them on 0845 688 9088 to discuss your complaint. Within five working days, they will either deal with the complaint or advise you in writing the course of action they are taking, together with the timescale within which they will deal with the matter.

If you have a complaint against your insurer, your policy documentation will set out the procedure that you should follow. However, the Brokers will assist you if required.

The Brokers seek to provide the highest standards of service for their customers. It is very helpful to them if you tell them about any aspect of their service with which you are particularly satisfied or any members of their staff that you feel should be specially commended. Such commendations are recorded and monitored.

Appendix A

Rotary Event Checklist

As stated, the form overleaf should be copied, completed and forwarded to SWIB at the address below for every event where it is anticipated that there will be more than 2,500 attendees.

Under the Liability Section of the Insurance Handbook is a list of events, which do not require referral to SWIB. It is the intention that this list will be updated on an annual basis to ensure the Insurers automatically provide cover in relation to fund raising activities or events, which are organised regularly. "Regularly" = if SWIB becomes aware of an event or activity that several clubs organise each year and which does not currently fall within the approved list.

Completion of this checklist, whilst being good practice, also allows for events, which are not listed as "acceptable" to be easily referred to SWIB.

Sutton Winson Insurance Brokers
Jubilee House
56-58 Church Walk
Burgess Hill
West Sussex
RH15 9SN

Facsimile Number: 01444 251150
Email: elaine.redington@swib.co.uk or leigh.thompson@swib.co.uk



Rotary Event Checklist

Rotary Club of : District:

Contact name: Address:

Email:

Tel:(b)

Tel:(p)

Full details of planned activity or event:

.....

.....

.....

.....

Date of event: Duration:

Venue for event: Anticipated no. of attendees:

Details of any special risks or concerns you as a club have for this event:

.....

.....

.....

Would you be interested in a quotation for Cancellation and Abandonment Insurance including Adverse Weather (would need to be arranged 28 days prior to event) YES/NO

How many times have you held this event before, over what time period:

.....

If you are organising a Firework Display are you using a Professional Firework Company YES/NO

Have you obtained written confirmation from Third Party Organisations attending the event, that they have Public Liability Insurance in force YES/NO

Have you as a club sought permission / advice from any outside agencies regarding the event
i.e. Council, Police, Fire Brigade, St Johns Ambulance? Please give details:.....
.....
.....

Has a full risk assessment been undertaken? Yes / No

What were the key risks noted?.....
.....
.....

Has any equipment been borrowed or hired for the event? Yes / No

If yes, is a quote required for additional equipment borrowed / hired? Yes / No

Please provide following details

Description of Equipment including Replacement Cost

Security Measures if left overnight

Dates cover required

Money cover is provided up to £5,000 at any one event, subject to two able bodied adult persons taking the cash to the Bank together. Money cover in the private residence of any authorised Rotarian is limited to £300, in a private dwelling in a locked safe £1000, in any other locked safe or strong room £500, in a Bank night safe £5000 and any other loss, the limit is £250.

Do you require a higher limit for cash at the event and in transit to the bank? Yes / No

If yes, please give full details.....
.....
.....

Has your club been asked to sign any agreement for this event? Yes / No

If yes, please send a copy of the agreement to SWIB for approval before signing.

Signed..... Office:.....

Print name:..... Date:.....

When complete this form should be sent to:

Sutton Winson Insurance Brokers
Jubilee House
56-58 Church Walk
Burgess Hill, West Sussex
RH15 9SN
Facsimile Number: 01444 251150
Email: elaine.redington@swib.co.uk or leigh.thompson@swib.co.uk

Appendix B

Risk Assessment Form

Risk Assessments are not difficult, but they do take time. It is sensible, therefore, to spread the load as far as is possible and for people to carry out risk assessments in their own particular area, where they best know about any hazards.

Systematically look at each area of the premises/venue and note all the hazards and risks and any existing safety measures. Note also any person who may be specifically at risk. You must then note any additional safety measures or "controls" which will reduce those risks as far as possible. As well as interior of the buildings, you must also look at the yards, car parks and other external areas.

HSE publish Five Steps to Risk Assessments which are summarised below:-

- e Look for hazards which could reasonably expect to result in harm to the Public, Helpers and Club Members
- e Who might be harmed
- e Is more needed to control the risk
- e Record your findings
- e Review your assessment and revise if necessary

Risk Assessments must also be completed for all equipment used at events

Rotary Club of*.....	District.....
..... (*delete if district event)	
Event:	
Date of Event:.....	
Date of Assessment:.....	Date Assessment Reviewed.....

List significant hazards	List groups of people who are at risk from the hazards identified	List existing controls or note where information can be found	List risks which are not adequately controlled and the action needed

Continue on a separate sheet if necessary.

Assessment completed by:*

Name:..... Date:.....

Review completed by:*

Name:..... Date:.....

* In the event that a claim for bodily injury is made against a Club or individual member arising from the organisation of a Rotary Event, the Liability policy will handle such claim and, if it is proven that the Club/District or member are negligent, the claim will be paid.

*Ref:k/accounts/insure/pubs/
insurance and the Rotary club – October 2007
RIBI
Kinwarton Road
Alcester,
B49 6PB
Tel: 01789 765411
Fax: 01789 765570
E-mail: secretary@ribi.org
Website: www.rotary-ribi.org*