

4.3 - INSURANCE

INTRODUCTION

Throughout this statement use of the word 'Groups' includes Rover Crews and, where applicable, Regions.

Groups have the care and management of Association property - buildings and equipment of various kinds. Groups also have a duty of care for their youth members, adult Leaders and supporters.

The Branch has overall responsibility for Association property and also has a duty of care for youth members, adult Leaders and supporters.

Insurance policies are arranged by the Branch to cover some of these responsibilities and the costs are shared. There are eight separate policies which together cover property loss or damage, protection from the results of legal prosecution, and personal accident or sickness. The Branch Executive Officer manages all these policies through professional insurance brokers.

PROPERTY

- *Buildings and equipment* are covered by an Industrial Special Risks policy for a wide range of risks including fire, lightning, storm, explosion, earthquake, flood, malicious damage and theft following forcible entry.
- The policy is based on replacement values. The Branch arranges for buildings to be valued professionally. Groups value their own equipment and provide that information in their Annual Group Returns.
- Groups are charged on the basis of the valuation of their own building (if any) and equipment. Branch pays for Camp Cottermouth, Branch Activities Centres, the Branch Office and Branch equipment. Snowgum Adventure pays for the parts of the policy relating to the shop.
- *Boats and canoes* are separately insured under a Marine Hull policy for loss or damage in storage, transit and operation including perils of the sea, rivers, lakes and other navigable waters, fire and earthquake. Third Party damage is also covered. Geographical limits are inland and coastal waters of Australia. This policy is based on market value.
- Groups are charged on the basis of their own valuations of craft, each separately identified, as provided in their Annual Group Return.
- *Vehicles*, including trailers, are covered by a normal vehicle policy for loss or damage within Australia. Third Party is also covered. This policy is based on market value.
- Groups are charged on the basis of their own valuations of vehicles, each separately identified, as provided in their Annual Group Return.

LEGAL LIABILITY

- Legal liability to the public and members for injury or property damage arising from the Association's activities is covered by a Public Liability policy. Territorial limits are world wide. The hiring of halls is considered an Association activity (fund raising).

- Under the policy, any members of the Association (which includes Leaders, youth members, committee members and voluntary workers) are covered whilst acting with the approval or consent of the Association or its authorised officers or appointed Leaders.
- The cover extends to include Water Activities for craft up to 8 metres, but not the flying element of Air Activities programs (for which the Branch has a separate policy – see below).
- Where a builder or other Contractor is used for any purpose, Groups should verify that they hold a current Public Liability Policy in respect of their business before they commence work. In the event of major construction contracts, it is necessary for the Contract Builder to have cover for the building works and materials during the course of construction.
- Legal liability for injury to the public and members, or damage to property arising from Association flying activities is covered by a Non-Owned Aircraft Liability policy. Territorial limits are the Commonwealth of Australia.

Whenever an incident occurs at a Scouting activity which results, or could result, in medical attention being required, or in subsequent legal action (however unlikely), the details must be reported to the Branch Office using the relevant form. (See Policy Statement 10.2 - Incident Reports). The purpose of the report is to provide information which would be relevant in the event of any liability insurance claim. Such claims may legally be made up to seven years after the event, or seven years after attaining the age of 18 years. (An injured six year old Joey Scout could therefore make a claim 19 years later!)

The costs of these liability policies are met by the Branch.

INDEMNITY AND INSURANCE

A condition of uniformed membership of the ACT Branch is that an indemnity form be signed; by a parent or guardian for members under 18 years of age, and by themselves for adult members.

The purpose of the indemnity is to protect the Association and its officers and Leaders against claims for expenses or damages arising from accidents during Scouting activities which do not involve negligence. The Association's Personal Accident insurance policy (see below) may provide some relief in these cases.

In cases where negligence is alleged, the Association's Public Liability insurance policy (see above) comes into play. The insurance company conducts the legal defence, and the Association's officers and Leaders are protected against the risk of being required to pay (usually large) sums in damages which may be awarded by a court (or agreed between the parties).

PERSONAL ACCIDENT AND SICKNESS INSURANCE

The Association has negotiated a special policy for members, details of which are advised to Groups when Group Return forms are distributed each year.

- * Participation is compulsory at the minimum level of 'units' (because it is a condition of the advantageous premium for Public Liability insurance obtained on a National basis).
- * Groups may elect to take out additional 'units'.
- * The policy provides specific benefits for specific injuries in accordance with a defined schedule, and is not intended to replace normal medical/hospital insurance.

WORKERS COMPENSATION

Employees of the Association are covered for compensation for work-related injury under the Worker's Compensation Act of the Australian Capital Territory.

BORROWING/LEASING OF EQUIPMENT

Property borrowed or leased under an agreement with the lessor/hirer which requires the Association to provide insurance can be covered. However, it is essential that the Branch Office be advised, in reasonable time, of details of the equipment, value, source, and period of lease/borrowing so that appropriate additional insurance can be arranged. Incremental costs of insurance will be charged to the Group arranging the transaction.

Any claims for loss or damage must be accompanied by the lease agreement, or statement from the owner of the property agreeing to the loan. Either document must be signed by the member of the Group authorised to arrange the transaction. A form of the letter for borrowing equipment is available from the Branch Office.

If the procedure above is not followed, any costs for loss or damage are the responsibility of the Group.

CLAIMS

In any situations from which a claim may arise, the Branch Office should be advised, whether you consider the Association has been negligent or not. Under no circumstances should liability be admitted, and any correspondence received from a third party should be forwarded to the Executive Officer.

For Scout Association owned property and legal liability, the claim will be processed by the Branch Office and, when settled, payment will be forwarded to the Group. This will normally be less the excess for the particular policy.

For a Joint Scout Association/Girl Guide Association hall and joint property, the Executive Officer should be advised. He will arrange for all claims to be processed, in conjunction with the Guides.

AUTHORITY

This policy statement was approved by the Branch Executive Committee on 20 October 1982, and revised 28 October 1992, 25 June 1997, 28 October 1998 and 12 February 2003.

SECURITY GUIDELINES

(Attachment to policy statement No. 4.3)

The following broad guidelines and advice may be of assistance.

HALL SECURITY

- Ensure external doors are strong enough to prevent being 'kicked in'. The front door (or door normally used to gain access to the hall) should be fitted with a deadlock. The emergency exit door or doors must be readily openable from the inside without a key `by a single hand action on a single device which is located between 900 and 1200 mm from the floor' (Fire Regulations).
- Restrict the number of door keys issued and maintain a register of persons to whom keys are issued. Keys should be tagged with telephone numbers - not hall title or address. If door keys are lost, assume security is breached and consider replacing the entire set.
- Windows are best secured with arc mesh or bars welded to a steel frame bolted through the wall with the nuts welded to the frame so that they cannot be unscrewed. Alternatively windows may be glazed with polycarbonate or toughened glass.
- Consider the use of external lighting using a time switch to turn on at dusk and off at dawn.
- Ensure the local Police Station and friendly hall neighbours have your Group Leader's telephone number and address in case of a "break-in" or emergency.

EQUIPMENT SECURITY

- Ensure that all equipment is clearly marked with the unit's name. In the case of tentage the unit's name can be stencilled on the tents, while with metal equipment a nameplate can be welded or bonded on.
- Camp Security
 - Ensure a security box is available on trips or in camps where members can place valuables (e.g. money, watches, radios, cameras, etc.)
 - During activities, do not leave your area or camp deserted. Ensure a person(s) is left behind and moves around the site and allows himself to be seen.
 - Have members exercise care in filling or replacing gas bottles, disposable gas packs, etc.