



# Insurance Guide 2018/19

Version 2 – 30/07/2018

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## Introduction

This document summarises the main insurances arranged for Rotary International in Great Britain & Ireland. Covers extend to include:

- All Districts and Clubs, including individual members and volunteers.
- Rotaract.
- Interact.
- Interim/Provisional Rotary, Rotaract and Interact clubs.
- Rotakids.
- Rotary Foundation of the United Kingdom.
- Rotary International in Great Britain & Ireland Donations Trust including legally constituted club trusts and registered charities established for the management of Trust Funds which are directly connected to and managed solely by any district/Rotary club and its members within Great Britain & Ireland.
- Rotary Youth Leadership Awards within Great Britain and Ireland (excluding Personal Accident).
- Districts Youth Exchange Association.

Please read the various sections within this document carefully as the covers arranged will not always meet the requirements of every club/district. **You may need to arrange additional cover.** If you have any queries, then please contact Bartlett directly for advice and guidance.

Examples of additional covers that can be arranged include:

- Fireworks Displays
- Property and Equipment Insurance.
- Cancellation and Abandonment.
- Adverse Weather Insurance.
- Prize Indemnity.
- Personal Accident cover for students attending the Rotary Youth Leadership Awards.
- Travel Insurance.
- Regalia.
- Club owned equipment.
- Hired or borrowed equipment.

(Please refer to Section 2 for more information unless otherwise indicated).

All insurance documentation can be found on the RIBI website in the member's area (so you will need to be logged in) under the [Insurance section](#) which is within Compliance.

## Rotary: Contact Details

Key Contacts	Insurance Advice	Club and District Support Team	
		Rotary Support Centre	01789 765411
			Select Opt 6
		<a href="mailto:cds@rotarygbi.org">cds@rotarygbi.org</a>	

## Bartlett & Company Ltd: Contact Details

Address	Bartlett & Company Ltd Broadway Hall Horsforth Leeds LS18 4RS
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Key Contacts	Insurance Advice	RIBI Team	0113 259 3636
		<a href="mailto:RIBI@bartlettgroup.com">RIBI@bartlettgroup.com</a>	
	Insurance Claims	Matthew Wilks	0113 259 3502
		Jonathan Dinsdale	0113 259 3505
		<a href="mailto:RIBIclaims@bartlettgroup.com">RIBIclaims@bartlettgroup.com</a>	

## Section 1 – RIBI Insurance policies

There are five insurance policies and a separate compensation scheme arranged by RIBI:

### Insurance Policies

- Combined Liability – covering legal liability for death or injury to club members, volunteers and/or members of the public and legal liability for damage to their property. This policy also covers satellite clubs, New Generation Service Exchange and Rotary Community Corps
- The Combined Liability insurance confirmation is available on the Rotary Website
- Charity Protection Insurance – covering Charity Trustees Liability for wrongful acts of Officers and Fidelity Guarantee
- Legal Expenses – to protect members in the event of a criminal prosecution arising whilst acting on behalf of Rotary
- Libel and Slander – covering District and Club publications
- Personal Accident – covering all Rotarians and voluntary helpers whilst acting on behalf of Rotary.

### Compensation Scheme

- Regalia and Money – covering loss or damage to Club/District Regalia and Money.

### Organisations not insured

- Inner Wheel
- Probus clubs
- Friends of Rotary – except when voluntary assistance is being provided at an official Rotary event
- The activities of Rotary Fellowships.

## Liabilities

### Combined Public and Products Liability

#### Cover

Legal liability for claims made against the Insured for bodily injury to persons and/or damage to property arising out of or directly as the result of their activities anywhere in England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland and Gibraltar only, including liability of the Insured to individual members.

#### Limits of Indemnity

Public Liability	£20,000,000 any one claim
Products Liability	£20,000,000 any one claim and in the aggregate

#### Excesses

Third party property damage	£100 each and every claim
Third party bodily injury	Nil

The excess is increased to £500 in respect of damage to third party property arising out of the use of marquees and gazebos.

### Cover for Club and District Events

Automatic cover is provided for the majority of non-hazardous activities of the clubs taking place in England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, the Republic of Ireland and Gibraltar only.

Fundraising Events Activities and Exhibitions are those events organised by you or an events organiser for the purposes of raising funds for Rotary and subsequent beneficiaries.

Aviva will not provide indemnity unless specifically agreed by them for the following:

1. Where combined numbers of entrants and spectators on site exceed the following:
  - 1,000 at Bonfire and/or Firework Displays
  - 2,500 participating in:
    - Marathons
    - Sponsored Walks, Runs/Fun Runs or Swims but not providing indemnity in respect of Open Water Swimming, Fell Running and/or Assault Course
2. Any event/activity and/or exhibition where the entrants, participants and/or spectators exceed 10,000
3. Events/activities taking place outside England, Wales, Scotland, Northern Ireland, Republic of Ireland, Channel Islands, the Isle of Man, Eire and Gibraltar
4. Where the event duration lasts longer than 48 hours not including the set up and clean up of events

5. Events/activities involving:

- cycling
- weapons
- boxing
- passenger carrying amusement devices
- animal rides of any kind
- parachuting, paragliding or parascending
- go-karting, quad biking or motor sports
- bungee jumping
- professional sport teams or persons
- individual exhibitions valued at over £250,000
- racing or time trials other than on foot
- activity involving watercraft where You are unable to comply with the Watercraft Events Condition (the condition will be provided upon receipt of a referral)

If you are in any doubt as to whether or not an event or activity is automatically covered, please contact Bartlett who will be happy to clarify the situation and provide any necessary additional insurance as required.

### Policy Exclusions

The following policy exclusions apply;

The ownership, possession or use of;

- aircraft, aerial device, or hovercraft
- watercraft exceeding 8 meters in length
- motor vehicles (this includes golf buggies), trailers or plant in circumstances where compulsory insurance or security is required by road traffic legislation (other than contingent liability)

Damage to items owned, hired, borrowed or rented (additional insurances can be arranged)

Advice, instruction, consultancy, design or testing provided for a fee

## Conditions attached to the policy

### Firework Displays and Bonfires

You must ensure that in connection with firework displays or bonfires organised by You

- (1) You consult the relevant authorities at least seven days before the event
- (2) You comply with any recommendations or instructions of the
  - (a) relevant authorities
  - (b) fireworks manufacturers
- (3) You organise the event in accordance with the latest guidance from the Health and Safety Executive in particular
  - (a) storing fireworks in a safe manner
  - (b) keeping spectators a safe distance away from the display and bonfire
  - (c) providing an adequate number of marshals or stewards to control spectators
  - (d) having available means of extinguishing a fire
  - (e) providing sufficient first aiders
- (4) fireworks must be supplied by a reputable manufacturer and not modified by You
- (5) the display and bonfire must be at least 100 metres away from premises or vehicles which you do not own, hire or rent or any flammable or other dangerous materials.

### Inflatable Devices

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure that, in connection with inflatable devices that

- (1) all operators have sufficient training and knowledge to understand the procedures and rules regarding the safe use and operation of such devices
- (2) the maximum number of persons allowed in or on such devices at any time will not exceed the number outlined in the manufacturers' guidelines or recommendations and such devices are supervised at all times by the operator(s)
- (3) all outdoor devices have adequate anchorage points which must be used at all times
- (4) all devices are inspected
  - (a) daily prior to use and
  - (b) at least annually by a competent person and the records of such inspections retained by You for 3 years and
    - (i) all defects or risks to health & safety immediately rectified or
    - (ii) the device taken out of use until satisfactorily repaired
- (5) are hired in
  - (a) You have in place a system of check to ensure that the supplier(s) of the inflatable device(s) has Public and Products Liability insurance and that You keep a written record of their insurer and policy number and
  - (b) the limit of indemnity under such policy is at least equivalent to The Limit of Indemnity under the

Public and Products Liability Section of this policy.

### Contracts

You must not enter into any contracts that impose liability on Clubs over and above common law.



### Checking a Third Party's Insurance Documents

You must ensure that any other organisation or group supplying a service or taking part in an event hold a valid public/products liability insurance policy. Insist on written evidence and keep this with your risk assessment for the event. Ideally third parties should have at least £5m worth of cover.

### Stallholders Liability

The Public and Products liability cover is extended to include Stallholders Liability on the following basis:

- Limit of Indemnity of £1,000,000 to apply to this extension.
- Excluding indemnity to commercial traders, established organisations or amusement ride providers of any description.
- Cover to apply to amateur stall type risks only, i.e. individuals who are just fund raising on behalf of Rotary.
- No cover applies for stallholders who pay for a pitch when not raising funds for Rotary. Such stallholders should have their own insurance in place.

### Electric Wheelchairs

The Public and Products Liability cover is extended to provide indemnity arising out of the use of manual or electric wheelchairs owned by Rotary, subject to the following:

- A limit of indemnity of £1,000,000.
- No third party liability cover is provided where required under the Road Traffic Act.

### Mobile Santa

Clubs must ensure that the owner/registered keeper of a vehicle towing a trailer or Christmas Float / Sleigh has motor insurance that provides third party liability for the towing risk, in accordance with the Road Traffic Act, and that the driver is legally permitted to tow the trailer or Christmas Float / Sleigh.

The liability policy has been extended to include contingent liability insurance to cover **Rotary's Legal Liability** against claims for bodily injury sustained by members whilst playing Santa Claus arising from riding on the back of a festive trailer drawn by a mechanically propelled vehicle, subject to only **one person** seated upon the trailer whilst it is being towed.

### Firework Displays

Any event with less than 1,000 entrants/spectators is automatically covered. Events with over 1,000 entrants/spectators should be referred to Bartletts for cover to be arranged.

### Property in Your Custody or Control Extension

The policy includes legal liability cover for damage to property in a Clubs custody or control but not owned by them.



## Charity Protection Insurance

### Insured

Districts and Clubs

### Trustee Liability

Errors, misstatement, misleading statement, act, omission, neglect, breach of duty, breach of trust, libel, slander, breach of contract, breach of warranty of authority committed by the insured in their duties or capacity as a trustee.

Any wrongful act or omission, error, misstatement, misleading statement, neglect or breach of duty committed by the insured in the performance of the functions, duties and responsibilities appointed to perform in their capacity of a trustee.

### Limit of Indemnity

£2,000,000 any one claim, defence costs inclusive

Limited to £500,000 any one claim by any single Club

### Excess

Nil

**If Clubs or Districts wish to arrange additional insurance for a higher limit of indemnity, please contact Bartlett.**

### Professional Indemnity

Act or omission committed arising out of the provision of professional services in the capacity as Trustees of Rotary

### Limit of Indemnity

£2,000,000

### Excess

£2,500 each and every loss

### Legal helpline

The insurer provides a legal assistance helpline – telephone 0800 107 3499 and quote reference 33789.

## **Fidelity**

Direct loss of property, money or securities belonging to the Club, caused by a fraudulent act, committed by any trustee or employee. Cover for fraudulent acts committed by former trustees are covered for up to 60 days following their ceasing to act in that capacity.

In accordance with District Standing Orders, all reasonable steps should be taken to avoid such a loss, including a minimum of two signatories on each cheque.

## **Limit of Indemnity**

£250,000      any one claim

## **Excess**

£10,000

## Legal Expenses Insurance

### Insured

Clubs and Districts

### Limit of Indemnity

£250,000

### Cover

#### 1) Defence of legal rights

- a) prior to the issue of legal proceedings in dealing with: the Police, Health & Safety Executive, Local Authority Health and Safety Enforcement Officer where it is alleged a criminal offence may have been committed,
- b) following prosecution,
- c) following civil action under the Data Protection Act,
- d) if an event arising from work as an employee leads to civil action under legislation for unlawful discrimination on the grounds of sex, race, disability, age, religious belief or political option.

⊗ Exclusions:

- ⊗ Claims for infringement of road traffic laws.

#### 2) Contract Disputes - Insurers will negotiate on behalf of Rotary's legal rights in a contractual dispute arising from an agreement, entered into by Rotary for the purchase, hire, sale or provision of goods or of services

⊗ Excluding:

- ⊗ Disputes under £250.
- ⊗ The first £500 of legal costs for dispute amounts exceeding £5,000.
- ⊗ Settlement payable under an insurance policy.
- ⊗ Claims relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser for the drafting of the lease etc.
- ⊗ Sale or purchase of computer hardware, software systems or services.
- ⊗ Contract of employment.
- ⊗ Subject to: any claim relating to disputes for money owed being made within 90 days of the money becoming payable.

#### 3) Property Protection and Bodily Injury - negotiation of legal rights in civil action relating to material property owned by or the responsibility of Rotary following:

- a) An event causing physical damage.
- b) Nuisance or trespass.

⊗ Exclusions:

- ⊗ Contractual Claims
- ⊗ Goods lent or hired out;
- ⊗ Goods at premises other than those occupied by Rotary;
- ⊗ Motor Vehicle Claims

4) Tax Protection – comprising:

- a) Full or Aspect Enquiry – subject to a limit of £2,000 and a £200 excess for Aspect Enquiries.
- b) Tax Intervention Enquiry – subject to a limit of £2,000 and a £200 excess.
- c) VAT Disputes.

**Policy Exclusions**

- ⊗ Any claim reported to the insurer more than 180 days after the date the insured should have known about the incident.
- ⊗ 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 covered under the legal defence section.
- ⊗ Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidential agreements.
- ⊗ Franchise or agency agreements.
- ⊗ Any insured incident deliberately or intentionally caused by a club.
- ⊗ Any claim relating to the ownership, driving or use of a motor vehicle.
- ⊗ 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.
- ⊗ Claims where the insured is not represented by a law firm, barrister or tax expert.

**Legal Advice Helpline**

0844 893 0859 (Quote Policy Number TT8/4140648 in the UK or TT8/7119242 in Eire)

**Counselling Helpline**

0844 893 9012

## **Libel & Slander Insurance**

### **Insured**

Clubs and Districts

### **Cover**

Payment of:

Awards of damages.

Sums payable pursuant to settlement (provided conducted with the insurers consent).

Claimants' legal costs and expenses.

Defence costs.

Withdrawal Expenses.

Arising from claims made for Media wrongful acts.

### **Limit of Indemnity**

£500,000 any one claim during the policy period and in the aggregate (including defence costs with a £100,000 sublimit).

### **Excess**

£750 each and every claim.

### **Principal Exclusions**

Claims brought in the United States of America its territories and possessions, and Canada.

### **General Guidance**

Although Club and District newsletters are normally only distributed within Rotary, you should take care not to put the Club or District in a position that could lead to Legal Prosecution.

Be very careful not to libel or defame people – everything you say must be true. Check the content carefully, it is easy for people to take offence.

Always ensure that when using pictures and photographs you have permission from the owner. Do not copy pictures or images from the internet.

## Personal Accident Insurance

### Insured

All Rotarians and employees of RIBI, including voluntary helpers 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

**Please note:** Cover for persons over the age of 85 is restricted to Death and /or Loss of Limb(s) or Eye(s)

Benefit per Insured Person	Sum Insured
Accidental Death	£30,000
Loss of Limb(s) and/or Loss of Sight (in one or both eyes)	£30,000
Permanent total disablement	£30,000
Total loss of hearing in both ears	£30,000
in one ear	£7,500
Total loss of speech	£30,000
Permanent partial disablement	£30,000
Temporary total disablement - per week (Benefit period 104 weeks; deferment period 7 days) (Benefit period 104 weeks; Deferment period 7 days)	£200
Paraplegia*	£50,000
Quadriplegia*	£125,000
Hemiplegia*	£50,000
Triplegia*	£85,000
Partner and child disability benefit* paraplegia	£25,000
quadriplegia	£100,000
Executor expenses up to	£2,000
Funeral expenses up to	£10,000
Dependent child benefit per dependent child	£7,500
Retraining expenses or partner training expenses up to*	£15,000



<b>Benefit per Insured Person</b>	<b>Sum Insured</b>
Disability assistance expenses or relocation expenses up to*	£25,000
Domestic assistance expenses up to £100 per week; maximum of	£5,000
Childcare expenses up to	£5,000
Travel for outpatient treatment expenses up to £100 per week; maximum of	£1,000
Travel to hospital expenses up to £100 per day; maximum of	£3,000
Travel to work expenses up to £100 per day; maximum of	£10,000
Personnel replacement expenses up to £500 per week; maximum of	£5,000
Recruitment expenses up to	£5,000
Coma benefit £75 per day for up to	104 weeks
Hospital confinement benefit £75 per day for up to	52 weeks
Dental expenses up to	£2,500
Accident medical expenses up to	£25,000
Medical expenses following workplace assault up to	£5,000
Accidental damage to personal property up to	£1,000
Post-traumatic stress disorder - witness of terrorism	£100
Independent Financial Advice per insured person sum insured up to	£2,500
Return to residence expenses up to	£500
Dependant adult benefit per dependant adult - up to	£25,000
Work experience placement	£10,000

\*A claim shall only be payable under one of the Benefits in respect of the same loss

### Restrictions

- Temporary Total Disablement benefit 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.
- Accidental Death benefit 1 is reduced to £20,000 in respect of persons under the age of 16.
- Excludes cover when engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft.
- Personal Accident cover for students attending the Rotary Youth Leadership Awards is available at an additional premium. Please complete the [RYLA Personal Accident Referral Form](#) on the Rotary website and email it to Bartlett.

## Regalia (Rotary compensation scheme)

### 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 the Club.

### Sum Insured

£6,000 per club or district, subject to the following:

- Chains/jewels of office, bars and medals - £2,500 inner limit per item.
- Any other item - £1,000 inner limit per item.
- £6,000 in the aggregate for all claims in any one policy year.

**If cover is required for higher sums insured or increased limits, or if cover is required for other items including those under Principal Exclusions below, please complete the [Regalia – Insurance Request Form](#) on the Rotary website and email it to Bartlett.**

### Geographical Limits

- Anywhere in or in transit within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man, or
- 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.

### Principal Exclusions

- ⊗ Theft from unattended vehicles, unless the items are left out of sight in a locked boot or locked glove compartment.
- ⊗ Loss or damage to works of Art, Paintings etc.
- ⊗ Cover for caravans, wheelchairs, electrically powered vehicles, marquees, generators, PA systems, computers, and projectors.
- ⊗ Personal possessions of members, which should be insured under their own home insurance policy.

### **Terms and Conditions**

- When an incident occurs that may result in a claim you shall tell us immediately you become aware.
- Damage caused by thieves, malicious persons, vandals or as a result of riot, civil commotion, strikes or labour disturbances must be reported to the Police and a crime reference obtained within 48 hours of discovery of the loss.
- All reasonable care should be exercised at all times.

## Money (Rotary compensation scheme)

### 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 policy period.

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 – must be accompanied by 2 escorts – please see escort requirements below	£5,000
3	Money in the private residence of any authorised Rotarian	£500
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

If a club/district requires increased money limits, please complete the [Money – Additional Insurance Request Form](#) on the Rotary website and email it to Bartlett.

### 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
£1,000 - £5,000	2

### Excess

£100 each and every loss.

### 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.

### Terms and Conditions

- ***All losses must be reported to the Police and a crime reference obtained within 48 hours of discovery of the loss.***
- All reasonable care should be exercised at all times – i.e. loss of money when left unattended is not covered.

## Section 2 - Additional optional insurances available

Various additional insurance policies are available to clubs:

### Hired Equipment

Short term property damage cover can be arranged for equipment hired or borrowed by a Club for events. Please complete the [Hired or Borrowed Equipment – Insurance Request Form](#) on the Rotary website and email it to Bartlett.

### 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.

Bartlett have a 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, especially if Adverse Weather cover is required. Please contact Bartlett for further details.

### Prize Indemnity – Hole in One / Prize Putt / Roll A Dice

Prize indemnity insurance is an indemnification insurance for a promotion in which the participants are offered the chance to win prizes. Instead of keeping cash reserves to cover large prizes, the promoter pays a premium to an insurance company, which then reimburses the insured should a prize be given away.

Examples of when this insurance maybe of interest:

Hole in One Golf Competitions – Win a Car. Prize Putting Competition. Roll A Dice.

For full details please contact Bartlett.

### Money

For limits in excess of the Money Compensation Scheme, please complete the [Money – Additional Insurance Request Form](#) on the Rotary website and email it to Bartlett.

### Regalia

For limits in excess of the Regalia Compensation Scheme, please complete the [Regalia – Insurance Request Form](#) on the Rotary website and email it to Bartlett.

### Club Owned Equipment

Please complete the [Club Owned Equipment – Insurance Request Form](#) on the Rotary website and email it to Bartlett.

## **Personal Accident**

For students attending the Rotary Youth Leadership Awards, please complete the [RYLA Personal Accident Referral Form](#) on the Rotary website and email it to Bartlett.

## Section 3 – Information / Guidance

### Property

- Make sure you have current valuations for your regalia and take photographs of valuable items with a ruler alongside to indicate size.
- Do not leave regalia or valuable items unattended at events or in vehicles.
- **Notify the Police immediately and no later than 48 hours if it is discovered property has been stolen, lost or damaged by malicious persons and ensure a note of the crime reference number is kept.**

### Motor Insurance

- No cover is arranged by RIBI to insure motor vehicles or any other mechanically propelled vehicle (i.e. Cars, Vans, Lorries, Minibuses or Golf Buggies) or liability to passengers of motor vehicles, as required by the Road Traffic Act.
- 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 cover is in force.
- Where a flatbed lorry is being utilised for a carnival float, 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 Bartlett.
- When borrowing vehicles, you should obtain written confirmation from the owners that it is insured for Rotary's activities including the designated driver.

### Liability

- It is important that all Clubs/Districts do everything to avoid accidents, which may give rise to claims.
- **RIBI Health and Safety Policy**  
Must be followed, including carrying out a risk assessment for each event.
- **RIBI Safeguarding Policy**  
When any event or activity involves Children or Vulnerable Adults then the RIBI Safeguarding policy must be followed and DBS checks carried out where required.
- **RIBI Equality and Diversity Policy**  
Districts and Clubs should take all reasonable steps to adopt the RIBI Equality & Diversity policy.
- **The above policies are available to download on the Rotary Website**



## Overseas Activities

- All Rotarians who are members of a club within RIBI (and volunteers working with Rotary) are covered for Personal Accident insurance when making temporary visits to overseas projects.
- There are geographical limits and cover does not extend to countries where hostilities are in progress. This includes Iraq, Afghanistan and Israel (Gaza and West Bank). Please refer to Bartlett for a complete list of excluded countries.
  - There is no automatic cover for Rotarians involved in “hands on work” on overseas projects. Where “hands on work” is involved then please contact Bartlett as early as possible before the departure date to arrange cover.
  - Travel insurance cover can be arranged through Bartlett if required.

## Section 4 - Claims

### 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

- Do not admit liability or offer any sort of settlement.
- Advise Bartlett 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.
- If appropriate, obtain signed witness statements.
- Record full details of the circumstances surrounding the incident including, if appropriate, weather conditions at the time.
- Take photographs or record diagrams of the area involved in the incident if appropriate.
- 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.
- Do not enter into any correspondence or communication with the claimant unless specifically sanctioned by the Brokers.
- **If you receive a letter / claim notification form (CNF) from a claimant or Solicitor notifying you of an injury claim, you must make sure you pass it on to Bartlett immediately.**
- **Where you receive a 'Claim Notification Form' (CNF), then you must acknowledge this electronically to the claimant/solicitor no later than the end of the next working day. Insurers then only have up to six weeks (Employers Liability) or eight weeks (Public Liability) to investigate, and where necessary admit liability. Failure to adhere to the relevant timeframes will increase the costs of a claim.**
- Detailed advice is available from Bartlett.

## **Legal Expenses Claims**

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

- 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
- It is always a good idea to get legal advice from DAS as soon as possible
- If you think that you might need to claim, contact DAS and a claim form and guidance notes will be sent to you
- If you call the Legal Advice Helpline 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 Advice Helpline does not register a possible claim.

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 Bartlett before taking any action.**

## **Regalia and Money Claims**

All losses must be reported to the Police and a crime reference obtained, no later than 48 hours of discovery of the loss.