

A full-page background image showing two hikers on a rocky mountain peak. One hiker in an orange jacket is standing on the peak, while the other in a red jacket is climbing up, reaching for the first hiker's hand. The sky is blue with white clouds, and a snow-capped mountain range is visible in the background.

# Insurance Overview

**The Scout Association of Australia (Victorian Branch)**

Period of insurance: 30 November 2020 to 30 November 2021

25 May 2021

This document has been compiled to provide a broad summary of insurance policies held by Scouts Victoria. All coverage described is subject to the terms, conditions and limitations of the insurance policies and is issued as a matter of record only. For full details of the scope of cover please refer to the complete renewal report and policy wordings.

## Client Advocate

Aon has been appointed the Insurance Broker to Scouts Victoria. Brendan Wright is a Client Manager at Aon and the advocate for Scouts Victoria. Brendan can be contacted via the following:

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E: [brendan.wright@aon.com](mailto:brendan.wright@aon.com)

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## Claims

Aon Claims Contact Details:

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## Confirmation of Insurance

Groups requiring a certificate confirming public liability can download commonly requested versions through the Scout Website: <https://scoutsvictoria.com.au/age-sections-adults/member-resources/forms-and-tools/>

To obtain a certificate for an event or activity not included in the downloadable versions, members should email [confirmationofinsurance@scoutsvictoria.com.au](mailto:confirmationofinsurance@scoutsvictoria.com.au) and provide details of the Group, Activity/Event, date of event and any interested party that needs to be noted (councils, etc). Note that the ScoutSafe risk management plan for the event may be requested.

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## INSURANCE PROGRAM SUMMARY

Policy	Insurer	Risk Covered	Comments
Industrial Special Risk insurance (ISR)	Ansvar Insurance	Damage to Building & Contents of Scouts Victoria locations as declared through the Extranet	Limit of Liability: \$5,000,000 and various sub limits as per policy wording  <u>Deductibles:</u> Insured Buildings, all other claims: \$50,000 Contents: \$2,000
Public Liability Insurance	VMIA	Coverage for the cost of claims made by members of the public (personal injuries or property damage) for incidents that occur in connection with Scouting.  Cover is provided for Scout approved activities conducted in line with Scout procedures and guidelines  Hall Hirers (for non-commercial activities)	Limit of Liability: \$20,000,000  Deductible: Nil
Umbrella Liability Insurance	Ansvar Insurance	Provides cover if the primary liability policy is exhausted, sits on top of both the primary liability and the motor vehicle policy.	Limit of Liability: \$30,000,000
Public Liability Insurance Excess	Chubb Insurance Australia Limited	Provides cover if the primary liability and umbrella liability is exhausted.	Limit of Liability: \$50,000,000

Management Liability	AIG Insurance Limited	Provides cover against acts, errors or omissions for BEC, committee positions and office bearers whilst undertaking their assigned role within Scouts Victoria	Aggregate Limit of Liability: \$10,000,000 Crime & Statutory Liability: \$500,000 EPL sublimit: \$5,000,000 Excess: various – range from \$2,500 to \$20,000
Directors and Officers (In excess of Management Liability policy)	DUAL Australia	In place to protect interests of BEC should Management Liability policy be exhausted from a claim.	Indemnity Limit: \$10,000,000 in excess of Management liability policy
Corporate Travel Insurance	Chubb Insurance Australia Limited	All Directors, Executives and Employees of the Policyholder including accompanying Spouse/Partner and their Dependent Children. Includes members of the BEC (Branch Executive Council)	Aggregate Limit of Liability: \$4,000,000 Non-Scheduled Flights: \$2,000,000  This policy can be extended to cover Scout trips that are notified to Aon. These trips must be notified to Aon prior to commencement and additional premiums apply.  Covered person must be under the age of 90 however coverage reduces for people who are 75 or older
Cyber Liability	CFC Underwriting	Covers Scouts Victoria for their Liabilities arising out of a data breach.  Cover is also included for Cyber incident response, business interruption and costs incurred for reinstating IT systems	Limit of Liability: \$2,000,000  Post Breach Remediation Costs: \$50,000 Additional Increased cost of working: \$100,000 Claims preparation Costs: \$25,000 Court Attendance Costs:\$100,000  Cyber Crime Sublimit: \$2,000,000  Excess: \$10,000 any one claim



Personal Accident	VMIA	<p>Category A Members of Boards and Committees of Management, patrons and voluntary workers (including volunteers of tenants groups who receive direct Victorian Government funding) Category</p> <p>Category B Work experience participants, individuals involved in job training, work training participants (disabled and able bodied) and job seekers</p>	<p>Aggregate Limit of Liability: \$5,000,000</p> <p>Non-Scheduled Flights: \$1,000,000</p>
Marine Transit	ROUM Underwriting	<p>Covers Scout owned equipment whilst in transit and on campsites</p> <p>Insured Scout owned equipment includes uniforms, tents, stationery and camping equipment</p>	<p>Sum Insured:</p> <p>\$20,000 activity groups (not otherwise insured) Equipment and contents in transit and whilst on campsite any one conveyance and/or any one loss</p> <p>\$50,000 tents at camp (static only) any one conveyance and/or any one loss or occurrence</p> <p>Excess: \$200 each and every loss</p>
Motor Vehicle Policy	Allianz Australia Insurance	<p>Motor vehicles owned and registered to Scouts Victoria and as declared through the Extranet</p> <p>No cover is provided for Trailers</p>	<p>Vehicles are insured for market value or the Sum insured whichever is lesser.</p> <p>Excess: \$500 (in addition to age excesses)</p> <p>Public Liability: \$30,000,000</p>

Medical Indemnity	VMIA	<p>Legal liability of Scouts (VIC) to pay compensation in respect of third party claims first made against the Named Insured and which are notified to VMIA during the Period of Insurance for breach of professional duty arising out of the negligent provision of health care services and resulting in bodily or mental injury or death.</p> <p>Please note that Scouts (VIC) shall use its best endeavours to ensure that all consultants and doctors providing medical services for or using the facilities of the Named Insured shall maintain their own insurance against liability for breach of professional duty.</p>	Limit of Liability: 20,000,000
Professional Indemnity	VMIA	<p>Legal liability of Scouts (VIC) to pay compensation in respect of third party claims first made against the Scouts Victoria during the Period of Insurance for breach of professional duty arising out of any negligent act, error, misstatement, misleading statement or omission by Scouts Victoria committed in the course of the Business of the Scouts Victoria</p>	Limit of Liability: 20,000,000

## Important notices

**We want to draw your attention to certain important matters that relate to your insurance.**

### Binder

In arranging this policy, Aon is acting under a binder agreement from the insurer. When acting under a binder, Aon will be acting under an authority given to it by the insurer and will be effecting the insurance contract as agent of the insurer and not as your agent. Our binder arrangement with the insurer is such that we remain your agent in the handling of any claim.

### General Advice Warning

Any information provided about this policy is general in nature and does not take into account your particular objectives, financial situation and needs. Before making a decision, you should carefully consider all information provided to you including the policy wording and comparative table of coverage terms (where provided).

### Duty of Disclosure

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth) (ICA) to disclose anything that you know, or could reasonably be expected to know, or in the case of consumer contracts (as defined in Part IV of the ICA) (Consumer Contracts) to take all reasonable care to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact your Aon Client Manager.

### Non-disclosure

If you fail to take reasonable care in disclosing information to us in the case of Consumer Contracts, or do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

### Changes of circumstances must be notified

It is also important that you advise us of any changes to your business or circumstances (including location change, changes in size or value, increase in number of premises/ sites owned or

occupied, or nature of business activities) that may occur once you have arranged the insurance so that we can take the necessary steps to make sure that you are adequately insured. A failure to advise the insurer of such changes may prejudice your cover.

### Understanding your policy terms and conditions

Please carefully review all documents we give you (including policies and endorsements) containing the terms of your cover (including applicable limits, sub-limits and deductibles and your obligations) to ensure that the cover suits your needs and so you understand and comply with your obligations under your policies. Failure to do this may result in uninsured losses. Please advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.

### Interest of other parties

Your policy may exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy.

Generally, the safest course is always to have all interests in all property insured noted on each policy. If anyone other than you has an interest in property you are insuring, please let us know.

### Utmost good faith

Every contract of insurance is based on the principle of utmost good faith, requiring each party to act towards the other party in respect of any matter arising under the contract, with the utmost good faith. If you fail to do so, you may prejudice your rights under the policy and in particular, any claim. This requirement also applies to third party beneficiaries after the policy is entered into.

### Privacy

Aon is committed to protecting your personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). We collect, use and disclose personal information to offer, promote, provide, manage and administer the many financial services and products we and our group of companies are involved in as set out in the Aon Privacy Notice. In order to do this, we may also share your information with other persons or entities who assist us in providing or promoting our services as set out in the Aon Privacy Notice. Further information about our privacy practices can be located in the Aon Australia Group Privacy Policy Statement which can be viewed on our website at [www.aon.com.au](http://www.aon.com.au) or a copy can be sent to you on request by your Aon representative.

You may also gain access to your personal information, or modify your privacy preferences, by contacting your Aon representative or our Privacy Officer at:

Privacy Officer –

By email: [privacyofficer@aon.com.au](mailto:privacyofficer@aon.com.au)

By mail: Level 33, 201 Kent Street Sydney NSW 2000

By phone: (02) 9253 7000

## Other

Where your policy contains the following terms and conditions, the following apply:

### Claims Made

This means that the policy responds to claims first made against you and notified to the insurer in writing during the period of insurance, provided that the originating act or omission occurred after the retroactive date. Where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts, but before the expiry of the period of insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance.

Directors' and Officers' Liability, Comprehensive Crime, Professional Indemnity, Superannuation Trustees' Liability policies, Molestation sections and some other liability policies are written on a "Claims Made" basis.

### Occurrence Basis

This means that the policy responds to claims on the basis of when the incident occurred or when the injury or damage manifested itself, not when the claim itself was received.

Combined General Liability, Industrial Special Risks, Travel, Aviation, Contract Works, Marine policies and some other policies are written on an occurrence basis.

### Average or co-insurance

Property policies and some other policies contain an "average" (sometimes called "co-insurance") clause. This applies if the sum insured of your policy does not cover the full cost of your loss, your claim may be reduced in proportion to the amount of this under insurance. If you do not want average to apply, you must ensure that the level of your insurance is adequate whenever you take out or renew a policy. An average clause may be based on:

- replacement value (i.e. "new for old") in which case you must ensure that your sum insured represents the full cost of replacing the insured property with new property; or
- indemnity value (i.e. "replacement to a similar condition") in which case you must ensure that your sum insured represents the cost of replacing the insured property, taking into account any depreciation.

### Non-Admission of Liability & Subrogation

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have admitted liability or prejudiced the insurer's rights of subrogation. This may occur where you are a party to an agreement which excludes or limits an insurer's rights to recover the loss from another party.

### Retroactive Date

If the policy has a retroactive date, the policy coverage is limited to acts and omissions that occur or are alleged to have been committed on or after that date. For example, if you have a retroactive date of 1 July 2016, the policy will not cover a claim arising from acts or omission occurring prior to that date. Please ensure that the retroactive date you select is sufficient and that you have no uncovered periods.

## Financial Services Guide

Please take the time to read our Financial Services Guide carefully as it contains some very important information about the products and services Aon Risk Services Australia Limited provides. It also explains how we and our representatives may be remunerated and contains details of how we manage conflicts of interest and information about our complaints process.

### Retention of remuneration

Please note that we treat our remuneration as fully earned when we issue you with a tax invoice. You agree that we may retain all our commission, fees and other remuneration in full in the event of any mid-term cancellation of a policy or future downward adjustment of premium. You also agree that the insurer and Aon may offset such remuneration from any premium refund you are entitled to.

### Waiver of rights

Some policies contain a clause which limits or excludes claims where the insured has limited its rights to recover a loss from another party in circumstances where that other party is responsible for the loss. For example, this may happen where you have entered into a contract which limits the liability which the other contracting party would have been under in the absence of the contract. If you have entered into or propose to enter into a contract which might limit your right against another contracting person, please let us know immediately.

### Sanctions

Aon will not be liable under this Policy to provide indemnity in respect of any payment for or in connection with any Loss or part thereof in respect of any transaction where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or the United States of America.

### Regular Review of Sums Insured/Declared Values

It is very important that you regularly review the sums insured and/or declared values for assets covered by your insurance policies to ensure that, if you suffer a loss, you receive adequate compensation. Products such as Property Insurance often provide for settlement on a "replacement" or "reinstatement" basis. You need to make sure that sums insured and/or declared values are sufficiently increased over time to ensure that they accurately reflect the estimated replacement or reinstatement costs which might be incurred as a result of the loss. The sum insured/declared value of each insured asset should be calculated on the estimated replacement cost (new for old) including the cost for removal of debris and any additional costs that may be required to replace the damaged property. This also prevents the Insurer from penalising you for not adequately insuring the property.

Conversely, products such as motor vehicle policies commonly insure vehicles on the basis of "the sum insured or market value, whichever is the lesser". This means that the sums insured and/or declared values of any vehicles or other assets which depreciate over time should be appropriately reduced to reflect its current value. This also ensures that you are paying the appropriate premium for insuring the asset.

If you have any questions about this, please speak with your Aon representative.



## About Aon

We are the preeminent professional services firm focused on risk and people.

In an era of unprecedented volatility, we support our clients to achieve greater certainty and financial flexibility, helping them reduce unpredictability and improve performance.

### Everything starts with the client

We make understanding clients' needs our top priority.

Listening to the needs and objectives of our clients is at the heart of everything we do. We work as partners with them to develop trust and to deliver business value.

### We're innovative at heart

Our experience and proprietary data means we see and know more, driving unique insights to understand the marketplace and develop solutions. Business needs change quickly and we have the resources to continually invest in research, creative ideas and solutions.

### Global network delivering local solutions

Our integrated solutions are fuelled by an unmatched investment in data & analytics.

We bring our global reach and expertise to our understanding of local needs, applying that insight to create custom solutions.

**We empower results across risk, retirement, and health.**

## Aon Charitable Foundation

We aim to create a meaningful and lasting impact through our community involvement.

This encompasses corporate philanthropy, employee giving and volunteer programs.

The Foundation currently supports four key charity partners through employee volunteering involvement and financial contributions:



# Contacts

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Further information about our privacy practices can be found in our Privacy Policy that can be viewed on the Aon website at [www.aon.com.au](http://www.aon.com.au) or alternatively, a copy can be sent to you on request. Please contact your local Aon office or visit our website if you wish to seek access to, or to correct, the personal information we collect or disclose about you.

## About Aon

Aon plc (NYSE:AON) is a leading global professional services firm providing a broad range of risk, retirement and health solutions. Our 50,000 colleagues in 120 countries empower results for clients by using proprietary data and analytics to deliver insights that reduce volatility and improve performance.

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