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**Insurance**

# 1. POLICY STATEMENT

Balance Foundation Ltd. is committed to maintaining cost effective insurance arrangements with one or more insurance providers to cover core activities and events. This extends to the health and safety of all registered students, volunteers and staff involved in approved Balance Foundation Ltd. activities. Balance Foundation Ltd. will maintain relevant general insurance policies as an important part of an overall risk management plan.

# 2. PURPOSE

The purpose of this policy is to support the objectives of:

* ensuring students, volunteers and staff have appropriate levels of insurance cover for the range of activities undertaken, and arrange additional cover as required.
* supporting the overall risk management plan and risk mitigation of planned activities.
* working with insurance partners to continually review risk and reassess higher risk activities.

# 3. SCOPE

The policy is applicable to all students, volunteers and staff of Balance Foundation Ltd. as well as approved affiliates.

# 4. DEFINITIONS

## Affiliate

An affiliate is any organisation involved in approved Balance Foundation Ltd. activities which has been accepted by the insurer as an affiliate at the request of Balance Foundation Ltd. and agreed as such in the insurance policy.

## Excess/Deductible

The excess or deductible is the first amount payable by the claimant in the event of a loss and is the uninsured portion of the loss.

## Liability

A liability is any legally enforceable obligation; a responsibility of one person to another, enforceable in law.

## Risk Management

Risk management is the term used to define all methods of protecting Balance Foundation Ltd. students, partners, volunteers, staff and supporters from harm. The objective is protecting Balance Foundation Ltd. property and funds and protecting the name and reputation of the organisation.

# 5. RESPONSIBILITIES

## Students, Staff and Volunteers

All students, staff and volunteers are responsible for ensuring that they are complying with and supporting the implementation of this policy. Managing risk is everyone’s responsibility as far as is reasonably practicable within each individual’s area.

Note: To ensure the maximum protection available, all students and volunteers must be duly or enrolled and financial in the current year and at the time that a claim occurs.

## the Board of Directors

The Board of Directors are responsible for Risk Management with insurance as an element of this responsibility. The Board is collectively responsible for maintaining current relevant insurance policies that effectively manage risk across approved activities and events. This will include reviewing, negotiating and reassessing policies on a regular basis.

## Finance Audit and Risk Board of Directors

The Board of Directors is responsible for reviewing this policy and its effectiveness on a regular basis. The Board of Directors will report, monitor, and manage risks across the organisation and insurance is one of the mechanisms available.

# 6. PROCEDURE

## 6.1 Insurance Policies

Balance Foundation Ltd. will maintain current the following:

– Public and Products Liability with Professional Indemnity insurance

– Association Liability Insurance

Balance Foundation Ltd. is the policy holder for all insurance. Policies will be reassessed and renewed annually.

## 6.2 Insurance Policy Summary

Listed below is a summary of the insurance policies held by Balance Foundation Ltd. For additional policy details, please refer to the current Member & Volunteers Insurance Handbook.

All insurance policies are subject to policy terms, conditions, exclusions, and limitations as specified in the policy wordings. This policy does not override the insurance policy terms and is provided for information and guidance only.

## 6.3 Sports Public & Products Liability Including Professional Indemnity Insurance

The policy covers property damage, personal injury or advertising liability happening during the period of insurance whilst conducting normal business or club activities and adhering to club rules and by-laws.

Professional indemnity covers for legal liability for a breach of duty that arises from training that is shown in the certificate at events arranged by Balance Foundation Ltd. or in partnership with another association. Staff and volunteers acting on instruction from or on behalf of Balance Foundation Ltd. are covered for legal liability.

## 6.4 Sports Injury – Group Personal Accident Insurance

The sports injury policy covers for death, disability, or injury due to an accident happening while the member/volunteer is taking part in the listed approved events outlined in the policy. This includes death, disability, or injury due to exposure to the weather following such an accident.

## 6.3 Sports Injury (Personal Accident) Claims Process

Immediately following an incident, an Incident Report must be lodged within 48 hours with the Board of Directors Secretary, Master Instructor, or senior instructor. All completed claims and incident reports received by the Board of Directors Secretary, Master Instructor or senior instructor must be forwarded to the Chair of the Board of Directors for lodgement. The Secretary should retain a copy of the claim form and the incident report to be tabled at the next Board of Directors meeting.

Once the incident report is received by the Chair of the Board of Directors, a request for additional information may be required. As usual practice, a claim form will also likely be required and these can be obtained by emailing the Chair of the Board of Directors. In some instances, a ‘Doctors Statement’ may need to be arranged with a doctor. If claiming for loss of income, the claimant’s employer will need to complete the ‘Employer Statement’. The forms must be lodged by the Chair of the Board of Directors within 14 days of receipt.

If any expenses have been incurred, and there are not any receipts available within the 30 day period, these receipts must be provided after the claim is lodged. If the injured person is a member of a private health fund, these accounts must be presented to the private health fund first and then forward the rebate statement for re-assessing. Following this procedure will ensure maximum benefits. The insurance policy does not cover the Medicare gap.

## 6.4 Public Liability Claims Process

In the event of any incident which may give rise to a claim, the Board Secretary or instructor must immediately inform the Chair of the Board of Directors. The most important points to bear in mind upon the occurrence of an incident likely to involve a claim are:

* full details of the circumstances should be obtained on the spot by completing an Accident &/or Incident Report.
* the names and addresses of all witnesses (preferably independent) should be noted and statements obtained.
* no admission of liability or promise of payment should be made to any injured party or for any property damage.
* All legal requests must be immediately advised to the Chair of the Board of Directors.

For potentially serious claims where a written claim against Balance Foundation Ltd., whether from a participant, spectator, any third party, or from lawyers or proceedings are served, prompt action is vital. The Chair of the Board of Directors must be notified immediately.

## 6.5 Association Liability (Directors and Officers) Claims

Any circumstance giving rise to a Directors & Officers/Association liability claim is to be notified to the Chair of the Board of Directors immediately.

* It is a condition of the policy to not admit liability. This must be left to the insurance underwriter and their legal representatives to conclude.
* Any writ, summons, letters of demand, etc., must be forwarded to the Chair of the Board of Directors immediately.
* The Chair of the Board of Directors will be responsible for assisting the underwriter with their investigations and co-operate with any potential recovery actions.

## 6.6 Spectators

Neither the organisers of an event nor the participants are required by law to guarantee the safety of spectators. There is no contract between the martial artist and the spectator so there can be no action brought in contract. The only possibility is for the spectator to sue in negligence for any injuries sustained. There is no liability for injury to a spectator when an activity is within the rules and a spectator sustains accidental injuries. However, if there has been disregard for the spectator’s safety and a breach of duty of care owed by the martial arts practitioner to the spectator not to cause injury which could reasonably be foreseen then potential liability exists.

Instructors are under greater pressure to apply reasonable standards of care in relation to their dealing with participants. Instructors must be aware that their behaviour is dealt with by the same negligence as other categories of people. Instructors are liable if warnings of dangers are not given or are inadequate, or if there is a failure to follow a recognised program. The instructor may be liable if a participant sustains injuries on equipment which the instructor should have known to be dangerous.

## 6.7 Contracts and Agreements

The activities of Balance Foundation Ltd. may result in entering into contracts or agreements with external parties for the delivery of goods or services. A staff member can only enter into a contract or agreement that is within their delegated authority. Any such contracts or agreements in excess of $5,000 are to be evaluated and approved by the Board of Directors prior to any commitment being made.

Most contracts/agreements have clauses relating to Balance Foundation Ltd. having appropriate insurance cover for the activity to be undertaken, and the provision of indemnity to the third party for any losses or claims that might arise against them as a result of the activity. It is important that such clauses do not have requirement levels that exceed the coverage that Balance Foundation Ltd. has through its insurance policies; otherwise Balance Foundation Ltd. is exposed. If a contract/agreement does have clauses that exceed Balance Foundation Ltd.’s coverage and the external party will not change them, the Board of Directors must be notified so that a full risk assessment can take place and provide approval to the proposed exposure.

## 6.8 Hiring of Consultants

External consultants may from time to time be engaged to undertake many special activities and projects related to Balance Foundation Ltd. business. These consultants are not covered by any Balance Foundation Ltd. insurance policy and it is necessary for them to hold their own policies, in particular Public Liability and Professional Indemnity.

The minimum level of coverage for Public Liability is $20 million, and for Professional Indemnity it is $5 million. For larger projects and contracts the level of coverage should be increased after assessment of the risk to Balance Foundation Ltd. should an incident occur as a result of the consultant’s work. Prior to engaging external consultants, the Board of Directors should be given a current copy of the Certificate of Currency for the consultant’s insurance policy to be reviewed and filed.

## 6.9 Risk and Risk Assessments

Insurance is taken out by Balance Foundation Ltd. to cover and manage levels of risk. Insurance should not be viewed as a substitute for proper risk management. Regular risk management and assessment should be undertaken to ensure satisfactory measures are in place to adequately manage and mitigate risk exposure for Balance Foundation Ltd.