

Risk management and insurance for community organisations

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Part 1

Introduction

Introduction

This part of the guide considers:

- ▶ when a community organisation should consider risk and insurance
- ▶ what are the risks of running a community organisation?
- ▶ why is a consideration of your legal structure relevant?



Disclaimer

This guide provides information on insurance and risk management for community organisations. This information is intended as a guide only and is not legal advice. If you or your organisation has a specific legal issue, you should seek legal advice before deciding what to do.

Please refer to [the full disclaimer](#) that applies to this guide.

Thinking about 'risks', 'insurance' and related legal issues is important, but doesn't have to be an overwhelming or negative process.

All activities in life involve risk and, of course, there are risks associated with the activities undertaken in all community organisations.

If your community organisation understands these risks, there are many things that the people involved in your community organisation can do to eliminate risks or minimise the chance of them occurring.

Where the potential risks can't be avoided, your community organisation can look at the insurance options that may be available to protect against those risks.



Note – insurance

Insurance is a way of managing risks your organisation can't avoid or minimise, by paying another party (the insurer) to bear the costs if certain risks eventuate.

Common types of insurance (some will be discussed in more detail in this guide)

Employees	Workers Compensation insurance
Volunteers	Volunteer personal accident insurance
Vehicles	Motor vehicle insurance
Members of the public and events	Public liability insurance
Selling goods or products	Product liability insurance
Experts or advisors	Professional indemnity insurance
Property and assets	Building contents, occupiers, insurance
Committee members	Directors and officers liability insurance
Cyber	Cyber liability insurance
Fraud	Fraud insurance
Travel	Travel insurance

Risks can expose your organisation, and sometimes people, to liability that can have serious financial and reputational consequences.

When a community organisation should consider risk and insurance

There are key times when organisations should consider risks, risk management and insurance.

A community organisation should consider its risks:

- when it initially sets up
- when it starts offering services or products, or changes the type of services or products offered
- when it starts employing staff or engaging volunteers
- when it's hosting or running events
- when it starts using new premises
- when it enters into relationships with other organisations, (ie. like partnership agreements or services agreements)
- when there are changes to the laws that affect the organisation
- when unexpected incidents have occurred that raise liability issues
- when the organisation's circumstances change, and



- at least once a year before the organisation's Annual General Meeting (**AGM**) – the organisation should do a full audit to ensure that risks are identified and addressed, and that insurance cover is still meeting the needs of the organisation



Also –

New risks should be identified consistently throughout the year whenever there is a new event, or substantive change to the organisation's operations.

You should take steps to ensure these risks are managed as and when they are identified.



Tip

Many community organisations establish a **risk committee** that is responsible for undertaking this analysis, and reporting back to the board or committee.

What are the risks of running a community organisation?

If you are involved in a community organisation, no matter what size, spend time considering two questions:

1.

- What are the risks involved in the operation or activities of your community organisation?

2.

- What can you do to avoid these risks, or at least minimise the chance they will happen?



Tip

Asking these questions is good practice and could save your organisation a lot of time and money in the future.

Risk assessment doesn't have to be a formal process – although, if you are a large organisation, or one that conducts higher risk activities (like children's camps, festivals or events and food services), you may need to document a formal risk management plan).

For some community organisations with low risk activities, assessing risks can simply mean setting aside an hour at a committee meeting to consider any risks that might occur during the operation or activities of the organisation.

When thinking about the risks which arise from the operation of your organisation, consider the risks which may arise from:

- the involvement of those 'internal' to the organisation, such as members, staff or volunteers, and
- your organisation's external interactions, such as with the public or regulatory bodies



Examples of risks may include:

- someone (a volunteer, employee, member of public) slips in your building and injures themselves
- someone within your community organisation steals your organisation's money
- someone has an allergic reaction to the food you sell or serve
- you are a victim of theft, and your equipment is stolen
- your building or the building you are occupying floods or is burnt down, and you lose all your records
- an employee undertakes activities without authorisation
- your computer equipment fails or you get a virus and lose all your documents and client records
- one of your volunteers has a car accident while visiting a client



For more information about an organisation's areas of risk, see [part 4 of this guide on activities that involve travel](#) and [part 5 of this guide on activities that involve sport or adventure](#).



Tip

You can use risk identification tools – some have been designed specifically for community organisations. For example, see Volunteering Australia's risk management tool for volunteer involving organisations '[Running the Risk?](#)

Why is your legal structure relevant?

Your organisation's legal structure is relevant to what liabilities (legal responsibilities) your office holders have if they breach their duty of care to members of the public.



For more information about the legal structure you choose is relevant to what liabilities (legal responsibilities) your office holders, see our [webpage on getting started](#).

Incorporated associations

Laws about incorporated associations vary between the states and territories.

If your organisation is an incorporated association, you will need to consult the relevant state or territory legislation for information about the office holders' liability and indemnities that apply to your organisation.



What is an indemnity?

An indemnity is an obligation contained in a document, contract, agreement or legislation which requires a person or organisation to pay for potential losses or damages suffered by another party.

An indemnity is often intended to provide comfort to volunteers acting as office holders in incorporated associations as the association must reimburse them when they incur liabilities in good faith.



Note

None of the state or territory Acts require incorporated organisations to take out insurance to reimburse their office holders for liability they incur.

However, **taking out insurance cover is one way of managing the risk presented by providing an indemnity to office bearers**. If your community organisation can't afford to meet any such liability, you should consider whether purchasing insurance is an appropriate response to this risk (see [part 3 of this guide](#) on insurance).

The legislation regarding office holders' liability and compulsory indemnities is summarised below.

Jurisdiction	Governing Act	Liability and indemnity provisions
Australian Capital Territory	<u>Associations Incorporation Act 1991 (ACT)</u>	<p>Generally, an officer or a member of an incorporated association is not liable to contribute to the debts or liabilities of the association only because of being a member or officer, but they will be liable in circumstances provided by this Act or in the rules of the association (section 51).</p> <p>For example, a member of the committee will be liable where they knowingly fail to take all reasonable steps to ensure that the association has complied or is complying with its obligations under the Act.</p>
New South Wales	<u>Associations Incorporation Act 2009 (NSW)</u>	If a committee member (or a person acting under the direction of a committee member) does something or omits to do something, the committee member (or person acting under their direction) is not liable if the thing was done or not done in good faith for the purpose of exercising their functions under the Act (section 30B).
Northern Territory	<u>Association Act 2003 (NT)</u>	<p>A member of an incorporated association is not liable, except as provided in the constitution of the association, to contribute towards the payment of the debts or liabilities of the association (section 14).</p> <p>However, associations cannot include a provision in their constitution or a contract that exempts or indemnifies an office holder from liability to the association that would otherwise attach to them in relation to negligence,</p>



		default, breach of duty, or breach of trust (section 105). This does not apply to a contract of insurance.
Queensland	<u>Associations Incorporation Act 1981 (QLD)</u>	A secretary, member of a management committee or member of an incorporated association, is not personally liable , except as provided in the rules of the incorporated association, to contribute to the debts and liabilities of the incorporated association (section 27).
South Australia	<u>Associations Incorporation Act 1985 (SA)</u>	<p>Section 39A sets out duties that officers of an incorporated association must comply with, including the duty to take reasonable care and diligence in the exercise of their powers and the discharge of the duties of their office (section 39A(4)). In the event any of those duties are breached, the officer may be liable to the association for any profit made by them and for any damage suffered by result of that contravention, may incur a monetary penalty, or may face imprisonment.</p> <p>Section 39B(1) states that associations cannot include a provision in their constitution or a contract that exempts or indemnifies an office holder from liability to the association if they are negligent, have defaulted, breached a duty, or breached trust (if included, it would be considered void). This does not apply to a contract of insurance.</p>
Tasmania	<u>Associations Incorporation Act 1964 (Tas)</u>	A member of an incorporated association is not liable , except as provided in the rules of the association, to contribute towards the debts or liabilities of the association (section 27).
Victoria	<u>Associations Incorporation Reform Act 2012 (Vic)</u>	<p>Except as provided by its rules, a member or secretary is not liable to contribute towards the debts or liabilities of the association, merely because of that position (section 52).</p> <p>But note that an incorporated association in Victoria must indemnify each of its office holders against any liability incurred in good faith by the office holder in the course of performing their duties as an office holder (section 87 states). This means all Victorian associations must reimburse office holders (to the extent the association has assets to cover the liability) when they can show they have incurred a liability that is covered by the indemnity.</p> <p>The indemnity automatically applies to every Victorian incorporated association – your organisation doesn't need to write the indemnity into its rules, it will apply irrespective. The indemnity applies in addition to any indemnity that may be already written into your rules or under a policy.</p> <p>For more information about this requirement for indemnity in Victoria, see <u>our fact sheet 'Indemnity for office holders of incorporated associations (Vic)'</u>.</p>



**Western
Australia**

*Associations Incorporation
Act 2015 (WA)*

A member or trustee is **not** by reason of that position liable in respect of liabilities of the association (section 19). And a person is not liable for anything that the person has, in good faith, done or omitted to do in the performance or purported performance of a function under this Act (section 159).



Victoria is the only jurisdiction that requires an indemnity under the relevant incorporated association Act.



Part 2

**Measures your organisation can take
to avoid or minimise risk**

Measures your organisation can take to avoid or minimise risk

This part of the guide includes:

- ▶ creating a safe physical environment
- ▶ safety when providing goods and services to the public
- ▶ staff and volunteer safety, and
- ▶ financial controls



Your community organisation can take measures to minimise risk and the impact on your community organisation if the risk does occur.

Having insurance is one way your community organisation can manage risk. With this, there are additional options to consider.



Consider this example

Imagine someone breaking into your organisation's offices and stealing computers. Having contents insurance may help to buy new computers, but it won't help replace the data and files on your computer system, including valuable client information.

Your organisation may want to make sure that the building has adequate security (to minimise the risk of break-ins occurring in the first place), and it may consider ensuring that data is regularly backed up and taken off-site (to minimise the impact if the risk occurs).



Tip

'Risk management' should be a **standard agenda item** at meetings of the governing body of the group, and meetings of the staff or volunteers.

Risk management doesn't need to be a long discussion. It can just be a chance for your organisation to discuss ongoing risks and whether the current measures used to manage those risks are working.

It is also a great opportunity to think about whether any new risks have arisen. For larger organisations, you may wish to have a risk management sub-committee of your board or committee of management.

**Measures your community organisation can take to minimise risks include:**

- creating a safe physical environment
- providing goods and services to the public in a safe manner
- implementing staff and volunteer safety guidelines
- computer and electronic security, and
- having financial controls

Creating a safe physical environment

Place of operation	<p>Your community organisation should carry out regular inspections of the places in which it operates to identify risks and hazards – this may include locations such as buildings, offices, halls, ovals, or club rooms.</p> <p>An inspection of the inside and outside of the relevant premises can help you to identify safety issues and potential risks for staff, volunteers, contractors, clients, and the public.</p> <p>Check that all paths and steps are slip-resistant, clear of obstacles and well signposted. The edge of steps should be clearly visible against the background and all areas should have adequate lighting. All work surfaces should meet the required standards and be properly maintained.</p>
Equipment or machinery	<p>If your community organisation uses machinery or equipment, ensure the machinery is safe, regularly tested, and compliant with the relevant standards.</p> <p>It's important to document instructions for use of equipment and train staff and volunteers in its safe use.</p> <p>Keep testing, training, and maintenance records. Only people who are trained and authorised to use certain equipment should be allowed to use it.</p> <p>Public access to equipment and machinery should be restricted where necessary.</p>
Vehicles	<p>If your community organisation has vehicles, they should be well-maintained and regularly serviced.</p> <p>Drivers should be properly licensed, and limits should be set on how long or how far someone can drive in a period. If you regularly transport particular equipment (for example, oxygen tanks), appropriate restraints should be provided in vehicles.</p>
Fire	<p>Your community organisation should protect its premises and staff in the case of fire by:</p> <ul style="list-style-type: none"> • having active fire alarms, sprinklers, and extinguishers in place • having a system that ensures this equipment is regularly checked (perhaps linking this with a regular event such as your AGM) • establishing an emergency or evacuation plan, and • making sure staff and volunteers are aware of, and practice, the emergency or evacuation plan



Crime and vandalism

You can improve how you protect your organisation's premises against theft and criminal damage through measures such as installing locks, outside lighting, alarms, surveillance, and security systems.

Events

Many community organisations hold fundraising events, festivals, conferences.

As these are places of operation, it's important to ensure these events are held in a safe physical environment.

Considerations for avoiding risks at these events may include:

- crowd or traffic controls
- identifying and assessing safety issues and potential risks for staff, volunteers, and attendees
- alerting local authorities and obtaining the relevant permits
- planning an emergency evacuation procedure in case of fire (including clear exit signs), and
- ensuring that any equipment used meets the relevant safety standards



For more information about identifying measures to avoid and mitigate risk, see [part 8 of this guide on activities that involve travel](#) and [part 9 of this guide on activities that involve sport or adventure](#).

For more information about measures to reduce risks when hosting events as a community organisation, see our [webpage on holding events](#).

For more information about measures to reduce risks under work, health, and safety laws, see our [webpage on work health and safety](#).

Safety when providing goods or services to the public

Offering food or drink

Any food that your organisation makes, serves, and stores that is for the public, must be free from contamination.

Your organisation should be aware of the regulatory requirements for food storage and handling set out by local and state governments.

If your community organisation serves alcohol, you should ensure that it has all required licences. It must also comply with any policies covering the responsible service of alcohol, and must know how to deal with people who are intoxicated.



For more information about providing food and drink to the public, see our [webpage on holding events](#).



Providing services or advice

If your community organisation provides services or advice, these services or advice must be reliable, accurate and safe.

All the people involved in your organisation including, but not limited to, members of the governing body, staff and volunteers must be properly trained and supervised, and competent and aware of the legal obligations they are subject to when carrying out their duties.

There are some areas where it is against the law for anyone but a qualified professional to give advice. For example, legislation in each state makes it an offence for anyone other than a lawyer with a current practising certificate to provide legal advice.

Staff and volunteers should be encouraged to report incidents of bad practice to management. Your community organisation may wish to write a brief document that sets out a procedure by which the organisation will effectively investigate such complaints.

Computer and electronic security

Many community organisations store important data and records on computer equipment that belongs to the community organisation, or its members, clients, and staff.

Take measures to safeguard information, such as:

- password protection of computers
- back-up of computers, and storage of the back-up drive off site
- adequate virus and firewall protection, and
- policies that limit access to confidential data or personal information

Staff and volunteer safety

Staff screening

Your community organisation should have policies for screening staff and volunteers, particularly if your organisation provides services to the public. Screening could include interviews, reference checks and police checks.

If anyone in your community organisation is involved in working with vulnerable people, particularly children, each state and territory has specific legislation that makes it mandatory that they apply for and complete for statutory checks and police checks.

Background checks in relation to working with children are generally not transferable between states and territories, so the appropriate checks must be obtained for each separate jurisdiction by any employee or volunteer who will work across different states and territories.



For more information about the legal issues relating to the screening of workers, including volunteers, see our [webpage on background checks](#).

Other safety measures

If your community organisation is providing services to the public, also think about the kind of measures that need to be put in place to protect staff (including volunteers) from harm – this could be harm from the public in general or harm from those you are providing services to.

Staff and volunteers should feel comfortable that they can safely perform the tasks and responsibilities they have been allocated. If they don't, they should be encouraged to make this known as soon as possible.

Financial controls

Nearly all community organisations must deal with money. This could be small amounts (the \$10 membership fees from all 10 club members or the takings at the end of a sausage sizzle), or large amounts (such as a government grant or the proceeds of a major fundraising appeal).

No matter what amount of money your community organisation has, you should consider having guidelines in place to ensure that money is handled appropriately.

Some people involved in community organisations may be reluctant to have guidelines or policies in place to deal with handling money.

Some common feelings may be:

We all know and trust each other here.

It's too bureaucratic to have to write down all expenses'

It's rude or embarrassing to have to ask employees or volunteers for receipts.

We hardly have any money, it's not worth it.

Answer concerns with:

While all the members of the community organisation may currently know each other well, this might not always be the case

Writing down and following money handling policy will equip the organisation to follow a standard process as it deals with money.

The amount of money a community organisation has is irrelevant for the purposes of good financial practices.



Basic examples of financial control measures for a small community organisation include:

- restricted access to online banking accounts
- requiring authorisation for certain transactions and levels of expenditure, and
- keeping detailed ledgers of all financial transactions



Part 3

Insurance

Insurance



This part of the guide covers:

- ▶ What is an insurance policy ?
- ▶ What is an indemnity?
- ▶ Is your community organisation required to get insurance?
- ▶ Which insurance is right for your community organisation?
- ▶ Types of insurance available

Insurance is another way that a community organisation can seek to protect itself from financial loss as it goes about its activities.

Reduce exposure to liability

- Insurance can also help to protect people involved in a community organisation (such as the board or committee of management and the organisation's officers, employees and volunteers), by reducing their exposure to liability resulting from their activities on behalf of the community organisation.

Transfer particular risks

- Insurance allows your organisation to transfer particular risks that it can't avoid or minimise (and likely can't afford) to an insurance company. The insurance company agrees to take on certain risks, and to pay if things go wrong. The insurance company agrees to do this for a fee (often known as a premium) and only on certain terms and conditions.

What is an insurance policy?

An insurance policy is the document that sets out the terms and conditions on which the insurance company agrees to insure your community organisation against particular risks (for a fee).

An insurance policy is a contract – a legally binding agreement between your organisation and the insurance company.

The written terms of an insurance policy are very important.

Your community organisation can only claim on your insurance policy if:

- the event that goes wrong is covered by your insurance policy, and
- the organisation follows its obligations required by the policy (such as notification)



Note

Your organisation must make sure it understands exactly what is and isn't covered in the insurance contract and the terms and conditions.



Example

If financial loss as a result of flood is not covered by your insurance policy, the insurance company doesn't have to pay to fix damage caused by a flood.

If the insurance policy only covers financial loss to the amount of \$500, this will be all that the insurance company has to pay you (subject to the terms and conditions of the policy), even if your community organisation suffers a loss of \$5,000.

If the insurance policy only covers your organisation for its activities in one state or territory, any liability that occurs in another state or territory (for example when your group travels interstate to go to a conference) may not be covered.



What is an indemnity?

An indemnity is an obligation contained in a document, contract, agreement or legislation which requires a person or organisation to pay for potential losses or damages suffered by another party.

An indemnity is often intended to provide comfort to volunteers acting as office holders in incorporated associations as the association must reimburse them when they incur liabilities in good faith.

Indemnity insurance policies compensate an insured party for certain unexpected damages or losses up to a certain limit, this usually being the amount of the loss itself.

Insurance companies provide coverage in exchange for premium paid by the insured parties.

What you should look for in an insurance policy

Insurance can be costly. If your community organisation is going to spend money on a policy, it should make sure the cover it chooses is suitable, so it can claim on the policy if something goes wrong.

In particular, look at:

- what the policy covers and in what circumstances (the terms and conditions of the policy) and whether there are any exclusions (events, actions, or people) that are not covered by the policy (for example – does it cover volunteers? Does the policy have any age limits which may affect a claim?)
- how much the insurer agrees to pay for each different event (these amounts are sometimes capped and may differ based on the event)
- if there is any 'excess' or 'deductible' (an amount your organisation may have to pay to claim on the policy or the amount paid by the organisation before the insurer will make any payment)
- whether there are any waiting periods before your organisation can make a claim, and
- how much the insurance policy will cost you each year (often known as 'a premium')

An insurance broker can help you find the right type and level of insurance cover for your community organisation.

Insurers are obliged to attempt to resolve disputes through internal dispute resolution processes.

However, if your organisation has a complaint or concern about an insurance contract that it cannot resolve with the insurer, it can contact regulatory authorities like the Australian Financial Complaints Authority



(AFCA). AFCA can intervene to assist your organisation in providing fair, free, and independent dispute resolution services for financial complaints.



For more information on AFCA and the services they provide, see [the AFCA website](#).



Tip

In Australia, there are national laws, like the [Insurance Contracts Act 1984 \(Cth\)](#), [Financial Services Reform Act 2001 \(Cth\)](#) and the [Corporations Act 2001 \(Cth\)](#) which regulate the way that insurance policies are sold and the information that insurers (and others who sell insurance on behalf of insurers) must give your community organisation.

What does your organisation need to do under an insurance policy?

An insurance policy is a contract – a legally binding document between your organisation and the insurance company. Your community organisation will have obligations (things that it must do) to make sure the contract is, and remains, valid.

Make sure you understand the terms and conditions of the policy, so you know what these obligations are.

Some standard obligations are set out below.

<p>Provide full and accurate information</p>	<p>Under the Insurance Contracts Act 1984 (Cth), an organisation has a duty to disclose to the insurer, (before entering into the insurance contract) every matter which the organisation knows (or a reasonable person in its circumstances could be expected to know) to be relevant to the insurer's decision to accept the risk and terms.</p> <p>Your organisation must answer all questions in the insurance application honestly and accurately. If you are not sure about a question, discuss this with your insurer or broker.</p> <p>If you give the insurer the wrong information or make a false disclosure, the insurer may be legally entitled to avoid paying your organisation's insurance claims.</p> <p>There are also provisions in most insurance contracts that allow the contract to be avoided (ended) if the information you have provided is deliberately incorrect (fraudulent).</p>
<p>Keep your insurance up to date</p>	<p>It's just as important (particularly when your organisation renews an insurance policy) to tell your insurer as soon as possible if your circumstances have changed.</p>



Tip

List 'insurance' as an agenda item for discussion at least once a year at a meeting of the board or committee of management of your community organisation.

Your organisation can use this opportunity to review its insurance policies and decide whether the cover is adequate or needs to be reviewed or changed.

It may also be a good idea to have one person responsible for insurance, who is required to review your organisation's insurance policies.

Notification of an incident

Some insurers may require you to notify them of an event or incident that may give rise to a claim within a certain time period.

Some policies require notification of a claim or event that may give rise to a claim before the policy expires.

Make sure you know what the policy requires you to do if there is an incident, and how to make a valid claim on your insurance. It is equally important to be familiar with what a policy requires you not to do in the event of an incident.

An insurance broker can assist your organisation with the notification process.



Examples

- Following an incident, your policy may require you to take steps that assist the claims investigation process. These steps may include:
 - preventing further loss or damage
 - keeping items that have been damaged, or
 - reporting the matter to police
- A policy may also require that you don't take steps that may prejudice the insurer's position or hinder investigations. These steps may include not:
 - admitting fault or liability
 - negotiating a settlement of the claim
 - disposing of damaged property, or
 - attending to non-urgent repairs



Is your organisation required to get insurance?

Even if your community organisation has measures in place to avoid or minimise risk, your organisation may still need to get insurance.

To assess whether your organisation is required to get insurance, ask:

1.	• Is your organisation required by law to get insurance?
2.	• Is your organisation required to get insurance under a contract or agreement that it has entered into?
3.	• Even if not required by law or contract, does your organisation need insurance?

Is your community organisation required by law to have insurance?

In Australia, there are national and state and territory laws which make it compulsory for people or organisations, including community organisations, to get insurance in certain circumstances.

The most common two examples of compulsory insurance are:

Workers compensation insurance	If your organisation is an employer, the law requires your organisation to get workers compensation insurance for its employees.
Third party motor vehicle liability insurance	If your organisation owns, leases, or uses motor vehicles, it's required by law to insure against third party injury liability.

There may also be other laws that require community organisations operating in a particular field (such as housing) or a particular profession (such as legal or health) to have a certain kind of insurance. For example, in Queensland an incorporated association is required to have public liability insurance if it is the owner, lessee or trustee of land.

You should seek legal advice about whether there are any laws that might require your community organisation to take out a specific type of insurance.



Is your community organisation required to have insurance under a contract or agreement?

From time to time, a community organisation might enter into an agreement or contract with another party, which may require the community organisation to take out insurance.



Examples

- If your community organisation wants to hire equipment, the hire agreement (which is a contract) may include a requirement that your organisation has **building and contents insurance** and **public liability insurance**
- If your organisation is going to lease an office, building or land, the lease agreement (which is a contract) may require your organisation to have **public liability insurance**
- If your organisation signs an agreement to supply services (which is also a contract) the agreement may require your community organisation to have **public liability, product liability** and **professional indemnity insurance**.



Note

Before your community organisation signs a contract, it's important to understand whether the contract requires your organisation to have insurance. If you need to purchase insurance, the policy you choose must satisfy the requirements under the contract.

Some agreements may include other insurance requirements, for example that the insurance policies remain in place for the duration of the agreement. If your organisation doesn't take out insurance that aligns with the requirements of the contract, it may be in breach of the contract and at risk of a claim for loss or damages.



Tip

Every time your organisation considers entering into a contract (which may be called an agreement, a lease, or any other name), read the contract carefully. The requirement to take out insurance may be easily missed among other contractual requirements.

The entity with which your community organisation considers entering a contract with (for example, the local council) may have a 'Master Insurance Policy' that your organisation can enter for a small fee. This policy consolidates multiple separate insurance policies into one, providing your community organisation with cost efficient cover against all relevant risks it may face.

It is best to contact your insurer or broker before entering into any such policy.

If the agreement does require your organisation to get insurance, read the terms carefully as it may include specifications such as:

- the type of insurance you need
- how long you need to be insured for
- the amount it must cover, and



- who must be covered by the policy (including whether the party your organisation is contracting with is to be a named party on the policy or have its interests noted on the policy)

If you have any doubts, or the requirements are unclear, seek legal advice. If you are obliged to arrange insurance covering other parties, make sure the policy is consistent with your obligations.



Case example

An equestrian association (an incorporated association) was organising an equestrian championship event. The association entered into a contract with an equestrian centre to hire the centre for the event. A condition of the contract was that the equestrian association must name the centre owner in the association's public liability insurance policy.

The association didn't name the centre owner as an interested party in its public liability policy. At the event, two people were injured as a result of a hazard at the venue. The matter went to court and the judge found that the equestrian association was liable to pay the substantial medical costs for the peoples' injuries, because it had breached its obligations under the contract.

[NSW Arabian Horse Association Inc v Olympic Co-ordination Authority \[2005\] NSWCA 210](#)



Tip

Even if an agreement doesn't require your organisation to take out insurance, think about whether it would be a good idea to do so.

For example, some contracts might require your organisation to 'indemnify' another person or body for any loss or damage caused to them or another party. If you agree to this, you may be agreeing to pay for damage that may occur as a result of your organisation's actions or the actions of others. You may need to seek advice about whether you can get insurance to cover your organisation for these risks.

Other times when a community organisation might wish to get insurance

Even if not required by law or by contract, your organisation should consider whether it needs particular insurances, depending on its activities and operations.



Example

Your organisation may have workers compensation insurance (as required by law) and public liability insurance (because it is required by a contract or is good practice), but these insurances may not cover certain actions of the directors or committee of management members of your organisation.

In this case, your organisation may wish to take out directors' and officers' insurance, in addition to the other insurances, to cover this risk.

Your organisation may wish to take out insurance if it recognises that:

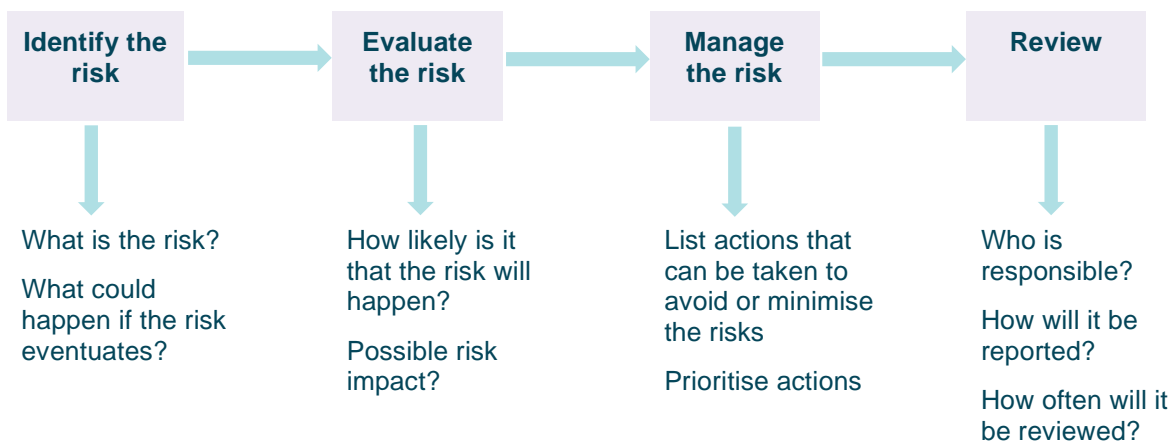
- it faces certain risks (for example, the ones suggested above)
- those risks can't be adequately avoided or sufficiently minimised by adopting measures (such as the simple ones discussed above), and
- the organisation can't afford to pay the amount of money that would be involved if the risk eventuated



Tip – conduct regular risk assessments

To determine what risks your organisation faces (and what can be done to manage these risks), it should undertake regular and ongoing risk assessments in relation to its activities and the roles of its workers.

The table below is an example of a simple risk management tool.



See Volunteering Australia's risk management tool for volunteer involving organisations ['Running the Risk?'](#)



Tips

As insurance is costly, and insurance itself may not provide absolute protection against covered risks, a community organisation should also implement all other reasonably available and cost effective measures to avoid or minimise risk, as well as considering insurance.

Insurance is often a complex issue for community organisations – contact an insurance broker who has experience in arranging insurance for your type of organisation to discuss your organisation's particular needs.



Which insurance is right for your organisation?

There is no 'one-size-fits-all' insurance program for community organisations.

Things that will inform what kind of insurance a community organisation should hold include:

- the organisation's activities and operations
- the organisation's preparedness to manage risks in ways other than insurance
- the legislative and regulatory environment in which the organisation operates
- the organisation's contractual obligations owed to others, and
- the costs and benefits of particular types of insurance

The costs of insurance can make it difficult for community organisations to insure themselves adequately.

The following suggestions may help community organisations reduce the cost of insurance:

1. Get advice before you buy

It's a good idea to get some advice about your organisation's insurance needs.

Peak bodies and industry associations can be good sources of advice on appropriate insurance packages for community organisations. You may also wish to ask other community organisations (which operate in the same field as yours or equivalent community organisations in other states) about their insurance plan.

Many insurance companies, insurance agents and insurance brokers offer risk management and insurance advisory services.



Tip

Be careful when seeking advice directly from insurance companies or insurance company agents. Both the company and the agent will advise your community organisation about the policies available from that insurer only.

By contrast, insurance brokers are not employed by the insurer so may advise you about insurance policies available from a range of companies. The law requires that insurance agents and brokers be licensed and that they provide you with certain information about the policies they are advising you on (including whether they are paid by the insurer, including commissions).

2. Check whether a 'group' or 'blanket' scheme is available

Before taking out insurance, it's a good idea to consult any peak bodies, funding bodies, umbrella bodies, parent, or related community organisations about insurance coverage. They may have existing 'group' insurance arrangements that you can join, and these are often cheaper than taking out independent insurance.

For example, if your community organisation operates within a group or hierarchy of related community organisations, it may already be covered by a group insurance program. Under group insurance, the premium and insurance administration costs are likely to be less. Also, the insurance cover may well be more comprehensive than might otherwise be the case due to increased buying power of the group, as opposed to an individual community organisation.

If you are eligible to be covered by a blanket or government scheme, it's important to:



- find out what your organisation needs to do to make sure it is covered by the scheme, and
- understand the extent of the insurance cover (ie. in what circumstances your organisation can claim on the insurance) so you can decide whether it is enough, or whether your organisation may need additional insurance



Example

The [National Association of Community Legal Centres \(NACLC\)](#) is the peak body for community legal centres in Australia. NACLC has negotiated a national professional indemnity insurance policy that its member community legal centres can apply to be covered by.

3. Shop around

If there is no group or blanket insurance policy available for your community organisation, it's a good idea to shop around for quotes to compare the different insurance policies available.

When doing so, pay close attention to precisely what is being offered by an insurer. **Lower prices often reflect lesser cover.** Subtle differences between policies can often mean the difference between comprehensive and inadequate protection.

4. Try to bundle

If your organisation needs a few different types of insurance, you may be able to get a better price by buying an insurance package.

Some insurance agents and brokers have 'packages' that they have put together to suit community organisations. It may be worthwhile asking your agent or broker whether they offer any insurance packages tailored for community organisations, or any discounts for multiple policy purchases. You may be able to liaise with other organisations (for example, all the organisations that rent one hall) to bring more business in exchange for a better package.

Types of insurance available

The summaries below offer very general information about each kind of insurance.



Note

The terms of insurance policies vary widely between different insurance companies. Your organisation should read the terms of any insurance policy it is considering very carefully.

It's important that you understand what is and is not covered, and on what conditions, in the terms of any insurance policy. This information must (under Australian law) be contained in a **Product Disclosure Statement**.



What is a Product Disclosure Statement?

A Product Disclosure Statement is a plain English document that gives a description of features, benefits, cost, and risks associated with an insurance policy.

If any of the terms of an insurance policy are unclear, contact your insurer or broker to seek clarification.

Workers compensation insurance

All states and territories have laws that require community organisations that employ staff under employment contracts, to have workers compensation insurance to cover the organisation's employees.

The specific requirements and level of insurance cover in each state or territory vary, so you will need to check the legislation in the state or territory where your organisation is located. Note that your organisation may need to check the legislation in other states and territories if your organisation has employees in multiple jurisdictions.

Broadly speaking, workers compensation insurance provides benefits to an employee, which typically include lost wages, medical expenses, and if an employee is injured at work or becomes sick due to their work.



For more information on workers compensation insurance for your jurisdiction, see the relevant state or territory weblink below:

- Australian Capital Territory – [WorkSafe ACT](#)
- New South Wales – [State Insurance Regulatory Authority \(SIRA\)](#)
- Northern Territory – [NT WorkSafe](#)
- Queensland – [WorkCover Queensland](#)
- South Australia – [Return to Work SA](#)
- Tasmania – [WorkSafe Tasmania](#)
- Victoria – [WorkSafe Victoria](#)
- Western Australia – [WorkCover WA](#)

What does workers compensation insurance cover?

Broadly speaking, workers compensation insurance provides benefits to an employee, which typically include lost wages and medical expenses, if an employee is injured at work or becomes sick due to their work.



Note

Workers compensation insurance cover is dependent on the jurisdiction and, as with all types of insurance, cover is always subject to the terms and conditions of the policy.

What is not covered by workers

Generally, it will not cover any person who is not employed by your community organisation under an employment contract or contract of service. So, **volunteers, contractors, members, directors, and officers (who are not employees) are generally not covered**. Remember that a person in your organisation may hold



<p>compensation insurance?</p>	<p>multiple roles (for example, an employee that is also a volunteer director) and it should be clear to that person when they are and aren't covered by this insurance.</p> <p>There are other types of insurance that are available to cover these people (discussed further below).</p> <p>Most independent contractors and consultants will not be covered by workers compensation insurance, and you should make sure that any contractor or consultant that your community organisation uses has their own insurance. In the event that they can be considered to be a 'worker' for the purpose of the relevant legislation, they may be covered by workers compensation insurance.</p> <p>However, it's important to note that the workers compensation laws in certain states and territories may provide that in some cases, a worker may be deemed to be an employee even if, applying the ordinary meaning, that worker is an 'independent contractor'. You may need to talk to a lawyer or your insurer about this issue.</p>
<p>Why might our community organisation need workers compensation insurance?</p>	<p>There are slightly different tests in each jurisdiction to determine whether a person is a 'worker' for the purpose of workers compensation law.</p> <p>Generally, most workers who are employed under a contract of service (whether express, implied, oral or in writing) will be covered by the workers compensation scheme. Therefore, if your community organisation has employees, it will most likely be required to obtain workers compensation insurance for the majority of its employees.</p>
<p>What else should our community organisation be aware of?</p>	<p>Substantial penalties can be imposed on employer organisations that fail to comply with workers compensation legislation.</p>

Volunteer personal accident insurance

It's important to remember that:

- workers' compensation insurance doesn't usually cover volunteers (exceptions are rare), and
- public liability insurance (see discussion below) will often cover injuries a volunteer causes to others but may not cover injuries suffered by volunteers

As a result, volunteers can often fall between the cracks as they aren't covered by an organisation's insurance policies if they suffer injuries in their role.

Check your organisation's existing insurance policies terms and conditions to find out whether your volunteers are covered (both for harm suffered by volunteers themselves and harm suffered by others as a result of your volunteers' action or inaction). If in doubt, call your insurer or broker.

Unlike the workers' compensation scheme, there is no legislation that requires an organisation to obtain personal accident or volunteer insurance. However, your organisation may consider taking out a volunteer personal accident insurance policy to make sure your volunteers are covered for any injuries they sustain while volunteering. Whatever your organisation decides, let all volunteers know what they are covered for and what they aren't, and the process for making a claim. If there are any extra costs payable, make sure you are clear about whether the organisation or person will have to pay.

<p>What does volunteer personal accident insurance cover?</p>	<p>Broadly speaking, volunteer personal accident insurance will cover members and volunteers of a community organisation for expenses incurred in the event of accidental injury, disability or death which occurs while the volunteer is doing work for the community organisation.</p>
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	In the event the volunteer is employed and can't work in their usual occupation as a result of their injury, the insurance policy will usually (but not always) extend to cover loss of income. It's recommended that you check with your insurer or broker.
<p>What may not be covered by volunteer personal accident?</p>	<p>It's important to make sure any volunteer insurance policy appropriately covers the type of volunteers engaged by your community organisation. Some volunteer insurance policies may have age restrictions or may specify certain types of volunteers who are excluded from the policy, such as student placements. It's also important to understand that there may be some limitations on when benefits under the policy will become payable, known as 'waiting periods'. These differ from policy to policy. You should investigate and be aware of any waiting periods that may apply.</p> <p>Volunteers' insurance will only cover non-Medicare medical expenses (for example, dental, ambulance, chiropractor, physiotherapy). Insurers will not (and can't under legislation) cover any out-of-pocket hospital expenses that have a Medicare component.</p>
<p>Why might our community organisation need volunteer personal accident insurance?</p>	<p>Workers compensation insurance will only cover your organisation's employees. You may wish to think of volunteer personal accident insurance as being like workers compensation insurance for your volunteers.</p> <p>Unlike workers compensation, it's not compulsory for a community organisation to take out personal accident insurance for volunteers. However, because volunteers are a central part of many not-for-profit community organisations, it's useful to ensure that both the organisation and the volunteers are protected in the event of an accident.</p>



National Standards for Volunteer Involvement

Volunteering Australia's [National Standards for Volunteer Involvement](#) promote best practice among volunteer involving organisations and provide (under standard 6) that the health, safety and wellbeing of volunteers is protected by:

- facilitating effective working relationships with employees, and between volunteers
- organisations and groups meeting their legal and ethical obligations to protect volunteers from harm
- putting processes in place to protect the health, safety and wellbeing of volunteers in their capacity as volunteers, including relevant insurances, such as personal injury and liability

Motor vehicle insurance

Each state and territory has legislation that makes it compulsory for your community organisation to be insured for any motor vehicles it owns or leases against third party injury liability (injuries to members of the public that are caused by an accident involving a motor vehicle). Generally, this type of insurance is referred to as compulsory third party insurance (**CTP insurance**) or sometimes a 'Green Slip'.



For more information on motor vehicle insurance for your jurisdiction, see the relevant state or territory weblink below:

- Australian Capital Territory – [Motor Accident Injuries Commission](#)
- New South Wales – [State Insurance Regulatory Authority \(SIRA\)](#)
- Northern Territory – [NT Motor Accidents Compensation Commission](#)
- Queensland – [Motor Accident Insurance Commission](#)
- South Australia – [CTP Insurance Regulator](#)
- Tasmania – [Motor Accidents Insurance Board](#)
- Victoria – [Transport Accident Commission](#)
- Western Australia – [Insurance Commission of Western Australia](#)

What does CTP insurance cover?

Broadly speaking, CTP insurance covers the personal injury expenses of another person injured in a motor vehicle accident.



Note

It's important to consider the relevant terms and conditions of the policy as they will differ based on the jurisdiction, the insurance provider, and the type of policy.

What is not covered by CTP insurance?

CTP insurance does not cover property damage (for example, damage caused to buildings or another car, or damage to your community organisation's vehicle).

Your community organisation should consider whether further insurance is required to cover damage to property in motor vehicle accidents (including damage to your own or another person's property), such as comprehensive insurance or third party insurance, detailed further below.

Why might our community organisation need motor vehicle insurance cover?

If your organisation owns or leases vehicles it must have CTP insurance. Your organisation should also consider extra cover for costs arising from damage caused to property or consider extra cover that will increase the range of benefits available to the injured person at fault.

What else should our community organisation be aware of?

There are a range of optional insurance types for motor vehicles. The policies available to incorporated community organisations are similar to the policies available for individuals. They are often referred to as comprehensive insurance (cover for your car and damage you cause to other people's property) or third party property damage insurance (cover for damage you cause to other people's property).

If you take out these types of optional insurance, your organisation should look carefully at what is covered. In general, most motor vehicle policies don't cover loss or damage resulting from mechanical, structural, or electrical failure. Also, most policies will not cover loss or damage if the car was driven when it was known to be in an unroadworthy or unsafe condition.



Your organisation should also look at and consider any requirements that the insurance company might have that may affect insurance costs including (but not limited to):

- information about the people driving the vehicle (such as driving record, licence, or age qualifications – there may be an excess or increased premium for drivers aged under 25 years)
- the employees or volunteers who are expected to regularly drive the vehicle (listing regular drivers may affect premium costs while failing to list a regular driver may result in an additional excess), and
- whether the motor vehicle is modified or has non-standard accessories (this may affect premiums)

Public liability insurance

What does public liability insurance cover?

Broadly speaking, a public liability insurance policy will protect a community organisation against its legal liability to pay:

- compensation to third parties (such as members of the public) for bodily injury, death and property damage that may occur as a result of the community organisation's activities, and
- the legal costs that a community organisation may incur if it needs to defend bodily injury and property damage claims made against it

What may not be covered by public liability insurance?

When inquiring about public liability insurance cover, your organisation should check whether the policy covers, not only the organisation, but also its directors, officers, employees, and volunteer workers. Your organisation should also check whether the policy extends to include psychiatric injuries (including nervous shock) and loss of use of property (other than through actual damage to that property).

Your organisation should carefully read the terms and conditions of any public liability policy it is considering, including any exclusions. Many public liability policies will **not** cover:

- claims for injury to a volunteer working for the organisation – this should be insured separately, under a personal accident or volunteer insurance policy
- claims for personal injury to its own employees
- claims for damage caused to property in an organisation's custody or control – this should be insured separately under a building and contents insurance policy
- claims arising from negligent advice or negligent provision of some other service – these should be obtained separately, such as professional indemnity or directors and officers insurance policies, or
- claims arising out of a breach of a contractual arrangement an organisation has entered into

Why might our community organisation need public liability insurance?

Most, if not all, community organisations (including their employees and volunteer workers) interact with members of the public and their property. Therefore, most community organisations face the possibility that a member of the public may be injured (or worse) or their property damaged as a result of the activities or operations of the organisation.

If this occurs, the member of the public may be able to take legal action against your organisation. If your organisation is covered by an appropriate public liability insurance, the costs of the court action and any compensation are likely to be paid by the insurance company (provided no exclusions apply and subject to any



excess or deductible). If your organisation doesn't have public liability insurance, it will be liable to pay the full costs of compensation and any legal fees that result from the incident. These can be extremely expensive, even if you win the case.

Public liability insurance is often a requirement in many contracts that community organisations enter into in the course of their activities (including funding agreements and leases).



Caution

Check whether any contracts or agreements your organisation might have entered into require your organisation to have public liability insurance. It's often needed if you are hiring a building or venue or entering into an agreement with another community organisation to provide services.

Products liability insurance

<p>What does products liability insurance cover?</p>	<p>Generally, a products liability policy will insure a community organisation against its legal liability to pay:</p> <ul style="list-style-type: none"> • compensation to third parties for bodily injury (including death) and property damage caused by products manufactured, sold, or distributed by the community organisation, and • legal costs incurred by the community organisation in defending bodily injury and property damage claims made against it as a result of products manufactured, sold, or distributed by the community organisation
<p>What may not be covered by products liability insurance?</p>	<p>Products liability insurance does not usually cover the cost of recalling defective products. As always, cover is subject to the terms and conditions of the policy.</p>
<p>Why might our community organisation need products liability insurance?</p>	<p>If your community organisation manufactures, sells, or distributes products to the public, products liability insurance should be considered. Because 'products' can include such things as food sold in office canteens and at fundraisers, even if your community organisation doesn't manufacture or sell products as part of its core operations, it should nevertheless consider this type of cover.</p>
<p>What else should our community organisation be aware of?</p>	<p>Products liability insurance is often provided in combination with public liability insurance cover in the form of a 'general' or 'combined' liability policy. If your community organisation needs both public and product liability cover, it could investigate a combined policy.</p>



Professional indemnity insurance

<p>What does professional indemnity insurance cover?</p>	<p>Professional indemnity policies are often required to protect against economic losses arising in the context of the provision of services and advice of some kind, such as health services, legal services, consulting, or advice services.</p> <p>A professional indemnity insurance policy will insure a community organisation against the legal liability to pay:</p> <ul style="list-style-type: none"> • compensation to third parties for economic and other loss or damages (including for personal injury) arising out of an act, error or omission committed by the organisation in the conduct of its business or profession, and • the legal costs incurred by the organisation in defending a claim for economic or other loss arising out of that act, error, or omission <p>Note – this third party cover is different from an indemnity that your organisation may provide to committee members in its rules or constitution. These indemnity provisions protect against liability incurred in good faith by committee members.</p>
<p>What may not be covered by professional indemnity insurance?</p>	<p>Professional indemnity insurance policies usually exclude cover for liabilities assumed under a contract, unless that contractual liability would have arisen anyway (that is, if the contract did not exist).</p> <p>It's therefore important for any community organisation to check the liability and insurance consequences before signing any contract (such as a contract for the provision of goods and services). Other claims often excluded from professional indemnity cover include the costs of coronial, regulatory, and administrative inquiries. However, it's sometimes possible to negotiate for such costs to be covered if necessary (for an extra fee). Cover is subject to the terms and conditions of the policy.</p>
<p>Why might our community organisation need professional indemnity insurance?</p>	<p>Consider whether your community organisation is providing professional services or advice of some kind. Professional indemnity insurance provides protection for claims arising out of those professional services or advice and the cost of defending such claims. Professional indemnity insurance is mandatory, for some industries and professions, such as lawyers, health professionals, accountants.</p>

Buildings and contents insurance

<p>What does buildings and contents insurance cover?</p>	<p>Generally, this insurance covers loss or damage to a community organisation's building, for building insurance, and the contents in it, caused by specific 'events' or 'dangers' such as fire, storms, and vandalism.</p>
<p>What may not be covered by buildings and contents insurance?</p>	<p>If your community organisation is taking out building or contents insurance, check the policy carefully so that you know exactly what 'events' or 'dangers' the policy covers. Cover is subject to the terms and conditions of the policy.</p>
<p>Why might our community organisation need buildings and contents insurance?</p>	<p>If your community organisation owns its building or land, it should consider both building and contents insurance. If your organisation doesn't own its own building (for example, it's leasing), the landlord will be responsible for obtaining insurance for damage to the building. However, your organisation will still need to consider insuring the building's contents (for example, all your equipment and furniture).</p>



Directors and officers or management association liability insurance

<p>What D&O insurance cover?</p>	<p>Broadly, under a directors and officers liability insurance policy (often called 'D&O' insurance), the members of the Board or Committee of Management (and other 'officers') of a community organisation are insured against legal liability, including damages and legal costs, if they are sued for certain but not all wrongful acts.</p> <p>Wrongful acts can include:</p> <ul style="list-style-type: none"> • negligently giving wrong advice • requesting someone to perform a dangerous task • dismissing staff without proper authority or process • discriminatory conduct, and • misleading or deceiving the public in some way <p>Directors and officers will only be covered if the wrongful act committed was within the scope of their position in the community organisation.</p> <p>Technically speaking, it's the office holders themselves who are insured under D&O insurance, not the community organisation. Usually, the organisation's rules or constitution will provide for the organisation to pay the premium on behalf of the office holders and any excess due if a claim is made on the policy.</p> <p>You should check the exclusions to the policy, however, as there may be a 'gap' between the liabilities you foresee your organisation being exposed to through its office holders and the cover provided by the policy. This is a matter on which you should seek the specialist advice of your broker.</p> <p>If, under association incorporation laws, your community organisation is required to, or has chosen to, indemnify committee members in its rules or constitution, taking out a D&O or Management Liability insurance policy is one way to manage this risk. As with all insurances, you need to check the scope of the insurance cover available under the D&O insurance with your broker to ensure the insurance coverage purchased is suitable for your purposes.</p>
<p>Company reimbursement component</p>	<p>D&O insurance can also include a 'company reimbursement' component, where the community organisation, and not the office holders, is indemnified for monies which the organisation has itself paid as an indemnity to its office holders. This could include the costs it occurs in defending its office holders.</p> <p>'Company reimbursement' policies are technically different from 'D&O insurance' although it's typical for such policies to contain both a component that covers the office holders directly and a component that covers the organisation directly, within the one policy wording.</p> <p>Where your organisation holds a 'company reimbursement' policy separately from the 'D&O policy' held by its office holders, the organisation's policy can include cover for the payment of any excess due under the D&O insurance in the event that the organisation is required to make a claim under that policy and may also cover where your organisation is required to indemnify its office holders.</p>
<p>What may not be covered by D&O insurance?</p>	<p>Directors' and officers' liability insurance doesn't cover the community organisation itself for wrongful acts. Also note that D&O insurance will not cover acts which are outside the scope of the person's position within the organisation (for example, criminal acts like fraud would not be covered).</p> <p>For community organisations that are incorporated as a company, they are prohibited by law, from paying the premium for insurance of a director or officer against a liability (other than for legal costs) arising out of a wilful breach of duty, a director's improper use of position or information, so company purchased D&O</p>



policies will often exclude such liabilities. As always, cover is subject to the terms and conditions of the policy.

Why might our community organisation need D&O insurance?

Your organisation may want to consider this cover if its constituent documents (rules, constitution, or by-laws) grant an indemnity to its directors and officers.

If your organisation has limited resources, the indemnity will be of little value to your office holders unless the organisation has D&O insurance. This is because unless you have insurance, the amount your organisation can indemnify officers for is capped by the assets of the organisation.

If your community organisation doesn't have appropriate insurance, it may be exposed to the possibility that it may have to pay all of its assets to an office holder under the indemnity.



Caution

An indemnity from a community association to its office holders will only protect those office holders to the extent of the organisation's assets. For example, if an officer holder has a liability of \$200,000 and the organisation only has \$120,000 in assets, the organisation must pay these assets to the office holder. This will have two negative outcomes – the office holder will still have an \$80,000 liability, and the organisation will no longer have any assets and may be required to wind up (close down).

Cyber liability insurance

What does cyber liability insurance cover?

Broadly speaking, cyber liability insurance (also referred to as cyber risk insurance) is a relatively new type of insurance, but one that is becoming increasingly important for community organisations. Policies of this kind generally protect an organisation against certain internet-related risks – for example, computer and network hacking, fraud, information stealing, data and privacy breaches, cyber extortion, defamation, and copyright infringement.

A cyber liability insurance policy will cover the organisation's legal liability to pay:

- compensation to third parties (for example, clients) as a result of one of the above events, and
- the legal costs a community organisation may incur if it needs to defend a claim in relation to a cyber-attack

An organisation may also be covered for:

- replacement costs for loss or theft of portable electronics devices (for example, laptops, iPads, phones)
- costs associated with data recovery, IT forensics (investigating whether a breach has occurred and how this can be prevented in the future), system repairs or rebuilding following a cyber event (including staff and contractor costs)
- business interruption, and
- communications, customer support and public relations costs

What may not be covered by cyber

When considering cyber liability cover, your organisation should:

**liability insurance?**

- check whether the policy covers, not only the organisation, but also its directors, officers, employees, and volunteer workers (in the event those people find themselves individually legally responsible), and
- clarify whether the policy covers events that occur before the policy was taken out. Cyber-related events are often discovered some time after they actually occur, yet only certain policies will cover events before the date of the policy.

It's important to understand your organisation's cyber policies and technology state when taking out this cover as this can impact your coverage in certain claim scenarios. Cover is subject to the terms and conditions of the policy.

**Note**

Cyber risk is an emerging insurance risk at all levels of society. For more information, see [our webpage on cyber security](#).

Why might our community organisation need cyber liability insurance?

Most, if not all, community organisations use technology in their day-to-day operations and store personal information on their systems. If these systems are compromised and unauthorised access to this information is gained, there may be significant consequences (financial, legal, and reputational) for the organisation and those that interact with it, including but not limited to notifying the affected individuals and in some circumstances the Australian Information Commissioner. It is important the organisation is in a position to identify these events and respond promptly and appropriately.

While insurance will not eliminate cyber-related risks, it is a key tool in effectively managing them.



For more information about privacy laws generally, including data breach notification laws, and how they might apply to your organisation, see our [webpage on privacy](#).

Fraud insurance

What does fraud insurance cover?

Also referred to as 'fidelity insurance', fraud policies insure against losses caused by misappropriation of funds and property by employees or committee members of a community organisation.

Why might our community organisation need fraud insurance?

When considering whether this type of insurance is necessary, your community organisation should weigh the potential for misappropriation of its funds and the risk management measures it can take to prevent this occurring, (see above, 'financial controls') against the expense of fraud insurance. Cover is always subject to the terms and conditions of the policy.



Travel insurance

What does travel insurance cover?

Travel policies can protect community organisations from a range of issues including:

- emergency medical costs and medical evacuation
- trip cancellation or interruption, and related transport or accommodation expenses
- lost, stolen, or delayed baggage and personal effects

Why might our community organisation need travel insurance?

A travel insurance policy should cover the organisation against the risks involved in travel, both in a domestic and international setting. Most community organisations don't have a surplus of funds, and any unexpected delays or unforeseen medical costs when travelling can quickly accumulate into large quantities.

It may not be worth the risk of not having a proper travel insurance policy in place, especially if your organisation conducts frequent interstate or overseas travel.



Part 4

**Risk considerations for activities that
involve travel**

Risk considerations for activities that involve travel

This part of the guide covers:

- ▶ main areas of risk and risk management for activities that involve travel
- ▶ insurance for events that involve travel
- ▶ when volunteers or employees use their own cars
- ▶ laws that regulate the use of buses
- ▶ transporting children



The part of the guide considers the legal issues which may arise when transporting people (such as clients) to activities, as well as when your employees, volunteers or members travel while working or volunteering for your organisation.

Main areas of risk

Personal injury

If your community organisation organises an event or activity involving travel, it may owe a duty of care to the people involved and need to take steps to ensure the safety of those involved, and in particular, to protect against reasonably foreseeable risks of harm.

For example, if your organisation owns vehicles that it uses for its activities and someone is injured because a vehicle was not properly maintained or repaired, your organisation could be sued by the person who is hurt because the vehicle was unsafe.



It's important to note:

- An organisation's duty may extend to taking specific actions to reduce risks, such as maintenance of the vehicle being travelled in.
- If injury or damage is the result of an inherent risk (a risk that cannot be avoided by exercising reasonable care and skill) of a 'recreational activity' (including sport, any activity engaged in for enjoyment, relaxation or leisure or engaged in at a place where people ordinarily engage in those activities), the organisers will not be legally responsible for the injury.
- If injury or damage is the result of an obvious risk (a risk that would have been obvious to a reasonable person in the position of that person in the circumstances, even if it had a low probability of occurring, and may be a matter of common knowledge) of a recreational activity, there is no duty to warn of the risk.
- The law assumes that participants should take reasonable care of their own safety, so where the participant fails to take reasonable care for their own protection, their lack of care will be considered and responsibility may be split between the participant and the organiser (this is called contributory negligence).



In determining your organisation's legal responsibility, it will be considered whether:

- your organisation reasonably foresaw (or should have reasonably foreseen) that its activities and actions (or inaction) created a risk of loss, damage, or injury to a participant
- the risk of harm was not insignificant
- in the circumstances, a reasonable person would have taken precautions against the risk of harm, and
- the harm occurred because of the negligence (so it's appropriate for the scope of legal responsibility to extend to the harm caused)

Work health and safety

Work health and safety (**WHS**) law is designed to protect the health, safety, and welfare of workers (including volunteers, trainees, and contractors). If your employees, volunteers, or members travel while working, you owe a duty of care to those people under WHS law and you need to take reasonably practicable steps to ensure their health and safety.

What is reasonably practicable is what is reasonably able to be done to ensure health and safety, including:

- the likelihood of the hazard or risk occurring
- the degree of harm that might result from the risk
- what the organisation knows (or ought to know) about the risk and ways of eliminating or minimising the risk
- the availability and suitability of ways to eliminate or minimise the risk, and
- the cost of eliminating or minimising the risk, including whether this is disproportionate to the risk

Negligence or reckless conduct, or failure to comply with a health and safety duty is an offence which can attract a penalty, imprisonment, or both.



For more information about your organisation's WHS requirements, see [our WHS webpage](#).

Property damage

If your employees, volunteers, or members cause property damage while travelling in the course of their work for the community organisation, the person who owns the property may make a claim for compensation for the damage caused to their property. If the employee or volunteer creates this damage in a vehicle, it may be covered by comprehensive motor vehicle insurance. See [part 3 of this guide](#) for more information about insurance.

What kind of risk management can you conduct to prevent travel incidents?

The best way that your organisation can protect itself from being legally responsible for injuries in connection with events associated with travel, is by adopting measures that minimise the risks involved.

Risk identification and management process

It's good practice to develop a risk management procedure that outlines your organisation's recognition of, and approach to, the foreseeable risks to participants involved in travel connected with events conducted by your organisation.

If your organisation follows an established risk management procedure, this may help avoid legal responsibility because it demonstrates that the organisation has taken reasonable precautions. As part of a risk management procedure, your organisation should conduct regular risk assessments for each event or activity.

There are many resources available to help you develop a risk management process for community organisation activities involving travel.



For more information, see:

- the [Victorian Department of Education's policy for outdoor activities and working outdoors](#) which describes the risk management process that might be adopted in the context of school excursions, and
- the [NSW Department of Education webpage on excursions](#) which sets out directions for planning and managing excursions

Registration, maintenance, insurance, and licences

An organisation should have a system for ensuring that:

- all vehicles used at its activities or events are registered and well maintained, and have compulsory third party (CTP) insurance and comprehensive insurance policies, and
- the people who drive the vehicles (committee members, members, volunteers, employees) are appropriately licensed and experienced

Policies

It's important for an organisation to have clear written policies to provide guidance to your employees and volunteers about travel.

These policies could include:

- a requirement as to whether the organisation's vehicles must be used (if any)
- a requirement that no car be used for your organisation's activities, unless it has CTP insurance and comprehensive insurance
- time limits around the amount of driving that can be done in a given period (to prevent fatigue), and
- reinforcement of legal requirements and standards around driving (no consuming alcohol, wearing seat belts, obeying speed limits)

Your organisation might have other policies which relate to travel but not legal responsibility for incidents that happen, for example payment of expenses. You should familiarise with your organisation's existing policies.

Coordination of transport services

If you are organising an event, to limit transport-related risks, you should coordinate transport services to and from the event with relevant transport agencies.



For more information on the transport agencies in your jurisdiction, see the relevant state or territory weblink below:

- Australian Capital Territory – [Transport Canberra](#)
- New South Wales – [NSW Government Transport](#)
- Northern Territory – [Methods of transport in the NT](#)
- Queensland – [Transport and motoring](#)
- South Australia – [Driving and transport](#)
- Tasmania – [Transport services](#)
- Victoria – [Transport Victoria](#)
- Western Australia – [Transport](#)



Notifying the relevant public transport authority

If you are organising an event, you may need to notify the relevant public transport authority to ensure minimal impact on public transport.



For more information from the public transport authority in your jurisdiction, see the relevant weblink below:

- Australian Capital Territory – [Transport Canberra](#)
- New South Wales – [NSW Government Transport](#)
- Northern Territory – [Methods of transport in the NT](#)
- Queensland – [Public transport, taxis and bicycle riding](#)
- South Australia – [Using Adelaide Metro buses, trains and trams](#)
- Tasmania – [Public Transport](#)
- Victoria – [Public Transport Victoria](#)
- Western Australia – [Public Transport Authority](#)

Traffic management for events on arterial roads, local and non-arterial roads should follow the guidelines provided by the relevant road authority.

Event organisers must coordinate parking for events with responsible road authorities like local councils, and must ensure adequate parking so that neighbouring properties are not disturbed by vehicles visiting the event. The event organiser should also seek approval for major traffic control devices like speed reduction and Variable Message Signs from road authorities and minor traffic control devices from councils.

Event organisers should also identify hazards associated with traffic management and control including:

- procedures for loading and unloading equipment and goods at permanent and temporary venues
- restricting public access to the area during the setting up and dismantling of the event
- the type of vehicles and traffic routes and how these may differ during different event phases
- public transport, vehicle types and peak periods
- walkways and crossings
- vehicle warning devices
- parking control
- crowd control and safety
- emergency service access, and
- effective monitoring of and response to traffic management

Authority of employee or volunteer

Whether your organisation will be liable for an accident may depend on whether the employee or volunteer was:

- acting within the scope of the authority granted by your organisation, and
- performing their duties while travelling

It's, therefore, important to make it clear, with good record keeping, whether your organisation has authorised an employee or volunteer to undertake travel.

For example, if your organisation has volunteers who are out delivering goods to elderly clients in their homes, you might want to make it a written condition of their work that they are authorised to visit and deliver goods to the client but not to drive the client at any stage. If your volunteers do drive clients around, and have an accident, your organisation may argue that they were acting outside the scope of their authority, and therefore your organisation is not liable for the damage caused.



Medical consent

It's a good idea for your community organisation to obtain a completed medical information form from all participants to assist if an accident or injury does occur.

Medical information forms can help medical personnel to treat the injured in the event of an emergency. The form should include:

- emergency contact numbers
- whether a participant has a medical condition
- a list of medication the participant is currently taking and instructions (if necessary) on how to administer that medication
- a list of any allergies to medication, and
- a request for consent to release the medical information to appropriate medical personnel

If the [Australian Privacy Principles](#) apply to your organisation, you must comply with the relevant privacy regulations when dealing with personal and health information.



For more information, see [our webpage on privacy laws](#).



Note – insurance

Not all risks can be avoided. If your organisation is planning events involving travel, ensure that you have the appropriate insurance cover.

See [part 3 of this guide](#) for more information about insurance.

Should you let your volunteers or employees use their own cars?

Sometimes, where a community organisation has limited resources, volunteers or employees will use their own vehicle to transport participants as part of an event or activities. If this is necessary, it's a good idea for your organisation to verify that the relevant volunteer or employee holds a valid driver licence and has registration, CTP insurance and comprehensive car insurance before allowing them to drive.

If an accident occurs due to the employee's or volunteer's negligence, your organisation may be held legally responsible in place of the volunteer or employee. If the employee or volunteer only has third party insurance, your organisation may be responsible for all other damage (to other cars or buildings).

Are there laws that regulate the use of buses?

Generally, if the relevant vehicle has no more than 12 seats (including the driver), all that is required is a current driver's licence for a car.

However, if the relevant vehicle has more than 12 seats (including the driver), then the driver will require a 'Light Rigid,' 'Medium Rigid' or 'Heavy Rigid' licence depending on the characteristics of the vehicle.



For more information from the relevant licences for your jurisdiction, see the weblinks below:

- Australian Capital Territory – [Licence classes and conditions](#)
- New South Wales – [Licence classes](#)
- Northern Territory – [Driver licence classes and conditions](#)
- Queensland – [Licence types, classes and conditions](#)
- South Australia – [Licence classes](#)
- Tasmania – [Licence classes](#)
- Victoria – [Licence and permit types](#)
- Western Australia – [Vehicle classes](#)

What if you transport children?

The Working with Children Check (**WWC Check**) is one way to assess your employee's and volunteers' suitability to work with children. In addition to the obligations required to obtain a WWC Check, your organisation should have sound screening and supervision practices in place.



For more information, see our [webpage on background checks](#) which includes guides to screening checks in all Australian states and territories.

Parent or guardian's informed consent

When your event involving travel includes children under the age of 18, it's important for a community organisation to seek parent or guardian consent.

A parent or guardian consent (or waiver) form will not release a community organisation from its duty of care owed to the child while they are participating in the event. The consent form will also not prevent the organisation from being held legally responsible if they do not meet the standard of care required.

However, the consent form may serve as a useful document to inform the parents of children participating in an activity of the nature and risks of the activities that their children will be undertaking. It provides evidence of an acknowledgement by the parent of those risks and, may possibly contain an agreement on behalf of the parent about who will bear responsibility for the costs if an injury occurs.



Part 5

**Risk considerations for activities that
involve sport and adventure activities**

Risk considerations for sport and adventure activities

This part of the guide covers:

- ▶ who is liable if someone participating in your activity is injured
- ▶ steps you can take to manage the likelihood of an incident
- ▶ codes of practices or standards
- ▶ insurance for sport and adventure activities
- ▶ sport and adventure activities for children
- ▶ other laws you should be aware of



When planning events which involve sporting or adventure activities (which may be higher risk), your community organisation should carefully consider how to manage risks and ensure the smooth and successful running of the event.

By their nature sporting and adventure activities pose a greater than normal risk that participants could be injured. These participants may be members of your organisation or the public.

Who will be liable if someone participating in your activity is injured?

Your community organisation may be legally liable if someone injures themselves during a sporting or other outdoor activity planned by your organisation. The extent of the liability will depend very much on the facts of the case. If there has been an incident, you should seek specific legal advice.

Generally, organisers of a sporting or adventure activity owe a duty of care to participants. This means that an organisation must take precautions against a reasonably foreseeable risk of harm.

In summary:

- An **organisation's duty** may extend to:
 - warning participants of risks associated with the event
 - providing appropriate instruction, or
 - taking specific actions to reduce risks, such as appropriate care and maintenance of safety equipment
- If injury or damage is the result of an **inherent risk** (a risk that can't be avoided by exercising reasonable care and skill), of the sport or adventure activity, the organisers will not be legally responsible for the injury.
- If injury or damage is the result of an **obvious risk** (a risk that would have been obvious to a reasonable person in the position of that person in the circumstances, even if it had a low probability of occurring, and may be a matter of common knowledge), there is no duty to warn of the risk.
- The law assumes that participants should take reasonable care of their own safety, so where the participant fails to take reasonable care for their own protection, their lack of care will be considered and responsibility may be split between the participant and the organiser (this is called **contributory negligence**).



So, in determining your organisation's liability for negligence, it will be considered whether:

- your organisation reasonably foresaw (or should have reasonably foreseen) that its activities and actions (or inaction) created a risk of loss, damage or injury to a participant
- the risk of harm was not insignificant
- in the circumstances, a reasonable person would have taken precautions against the risk of harm, and
- the harm occurred because of the negligence (so it's appropriate for the scope of legal responsibility to extend to the harm caused)



Case examples

Obvious or inherent risk

A cricket player suffered a serious eye injury while playing indoor cricket. There were no signs on the premises warning of the general risks involved in playing indoor cricket or the specific risks of eye injury. The risk of a player being struck in the face by a ball was obvious and didn't require specific warning.

Contributory negligence

Ben is injured while participating in an indoor rock climbing activity run by a community organisation. While making his way down from the top of the climb, Ben did not make his way down slowly, but instead leapt down from an unsafe distance. Ben had experience in rock climbing before and was aware of the risks faced by his method of descent. As a result, Ben would share responsibility for the incident that led to his injuries.



For more information, see [our webpage on negligence, injuries, accidents and incidents](#).

Is it enough to warn people or get them to sign waivers?

It's usual practice for organisations to ask participants in sporting and adventure activities to sign a document that contains:

- a **warning** – that informs participants of all the risks involved with the activity, and
- a **waiver** – that outlines the limits of an organisation's liability, and releases the organisation of legal responsibility for injuries or damage sustained as a result of the activity

A warning can give participants the knowledge and opportunity to make an informed decision about whether to voluntarily assume the risk and engage in the activity. If warnings and waivers are contained in the terms and conditions of a ticket, this information should be available to the participant before purchase.

An effective warning will mean that the organisation may not be legally responsible to a person who engages in a recreational activity. Effective warnings usually go further than simply identifying that there is a risk of participating in the activity that has consequences. For example, a risk warning which refers to the fact that 'skiing involves a significant risk of physical harm or personal injury' may not be enough.

A clear waiver providing that the recreational activity is engaged in at the participant's own risk may mean that the organisation can avoid liability for a breach of warranty that the recreational services will be rendered with due care and skill. However, this doesn't necessarily negate the duty of care owed to participants.

A waiver does not exclude consumer guarantees available at law.



Caution

Organisations should seek legal advice before preparing any warnings or waivers, and the guidance in this information note is not legal advice.

What steps can you take to reduce the likelihood of an incident?

It's good practice for a community organisation to:

- develop a risk management procedure that identifies and sets out an approach for any reasonably foreseeable risks to participants involved in events the organisation holds
- closely monitor the planning and organisation of its events
- consider whether staff and volunteers need any qualifications and training to safely facilitate an activity
- ensure any equipment used in any activity is regularly maintained, serviced and in working order before and during the event, and
- monitor the behaviour of staff, volunteers, and participants during an event

If an organisation follows an established risk management procedure, this may help avoid legal responsibility because it demonstrates that the organisation has taken reasonable precautions. As part of a risk management procedure, an organisation should conduct regular risk assessments for each event or activity, and risk management procedures should be reviewed periodically.

Any codes of practice and other standards in areas relevant to your events will be useful to guide the development of risk management procedures. Having a risk management strategy can also be useful when an organisation seeks public liability insurance and may help an organisation negotiate a better premium (that is, a lower cost for the insurance).

Are there codes of practices or standards you can follow?

Australian Adventure Activity Standards

The [Australian Adventure Activity Standards \(AAAS\)](#) and related Good Practice Guides (**GPGs**) published by the Outdoor Council of Australia are minimum standards for organisations conducting outdoor recreation activities for dependant participants (that is, participants that rely on the activity leader for supervision, guidance or instruction to support their engagement).

Although the AAAS are voluntary guidelines and are not legally binding, they are a useful reference for commonly accepted best practice standards for these activities. If your organisation incorporates these standards into the planning and implementation of your community organisation's sporting or adventure event, it may assist your organisation receiving appropriate insurance cover and will demonstrate an effort to comply with its duty of care.



[Outdoors NSW & ACT](#), the peak body for the outdoors in NSW and the ACT has [published resources](#) regarding outdoor education, licensing of tour operators, standards and other topics.

Sporting standards

If you organise and hold sports activities, there are a number of useful injury prevention and legal compliance initiatives that have been developed to assist your organisation:



- [Play By the Rules](#) is a government-supported initiative and provides community organisations with practical information on discrimination, harassment, and child protection in sport
- [Sport Safety Guidelines](#) is a resource developed by the NSW Department of Education to assist in developing appropriate risk assessments for sport and physical activity in NSW schools, including guidelines specific to particular sports and activities
- [Safety Guidelines for Children and Young People in Sport and Recreation](#) is a resource developed by Sports Medicine Australia that provides information on injury prevention strategies, record keeping, managing illness and medical conditions, considerations for participation and roles and responsibilities
- [Safe and inclusive sport](#) is a webpage run by the Australian Sports Commission (Sports Australia and the Australian Institute of Sport combined)



Note – insurance

Not all risks can be avoided. If your organisation is planning events involving sport or adventure activities, ensure that you have the appropriate insurance cover.

See [part 3 of this guide](#) for more information about insurance.

What if you're organising activities for children?

The Working with Children Check (**WWC Check**) is one way to assess your employee's and volunteers' suitability to work with children. In addition to the obligations required to obtain a WWC Check, your organisation should have sound screening and supervision practices in place.



For more information, see our [webpage on background checks](#) which includes guides to screening checks in all Australian states and territories.

Parent or guardian's informed consent

If a sporting event involves children under the age of 18, it's important for a community organisation to seek parent or guardian consent.

A parent or guardian consent (or waiver) form does not necessarily release a community organisation from its duty of care owed to the child while they are participating in the event.

The consent form also does not necessarily prevent the organisation from being held legally responsible if they do not meet the standard of care required.

However, the consent form may serve as a useful document to inform the parents of children participating in an activity of the nature and risks of the activities that their children will be undertaking. It also provides evidence of an acknowledgement by the parent of those risks and, may possibly contain an agreement about who will bear responsibility for the costs if an injury occurs.

Medical consent

It's a good idea for a community organisation to obtain a completed medical information form from all participants to assist if an accident or injury does occur. Medical information forms can help medical personnel to treat the injured in the event of an emergency.

The form should include:

- emergency contact numbers
- whether a participant has a medical condition



- a list of medication the participant is currently taking and instructions (if necessary) on how to administer that medication
- a list of any allergies to medication, and
- a request for consent to release the medical information to appropriate medical personnel

If the Australian Privacy Principles apply to your organisation, you must comply with these when collecting and dealing with personal information.



Part 6

What happens when something goes wrong?

What happens when something goes wrong?

This part of the guide covers:

- ▶ notifying your insurer (or broker) and lawyer
- ▶ claims against your community organisation



There are important steps to take when things go wrong at your community organisation to maximise the benefit that will be available under an insurance policy.

Notifying your insurer (or broker) and lawyer

If something goes wrong, it's important to notify your insurer (or broker) and lawyer as soon as possible when:

- any event causing loss or damage occurs
- a claim is made against your community organisation, or
- any fact or change in circumstance which may create a claim in future (do this before renewing your policy)

Claims against your community organisation

Generally, if your community organisation has professional indemnity insurance, or insurance covering its employment practices or the conduct of its officers, the policy will operate on a 'claims-made' basis. This means that your community organisation is insured against claims that are notified during the period for which the insurance policy is in effect. This period is generally 12 months.

On the other hand, public liability insurance is 'occurrence based', which means your community organisation is covered for any events that happen during the policy's timeframe, regardless of when it is notified.

A claim against your organisation may be made in a number of ways, such as by receipt of a letter of demand or by the service of a legal process (such as a writ or statement of claim).

Each subsequent period of insurance will usually exclude from cover any claims made on the policy which arise from 'prior known circumstances'. 'Prior known circumstances' are circumstances which you became aware of before that period of insurance started that might later give rise to a claim.



Note

This means it's very important to notify your insurer (or broker) and lawyer of anything that could in future give rise to a claim as soon as possible and before the end of the policy period, so that the issue can't be excluded from cover under the policy on a 'prior known circumstances' basis.

Once you have notified the insurer (or broker) and lawyer of any such circumstances, they will record them on your policy. Should those circumstances develop during a later period of insurance, your community organisation will then be in a better position to receive coverage under its insurance policy.



Examples

- A community organisation distributes second hand goods and becomes aware that one of its staff members hasn't been complying with its codes of conduct or quality control policies. The organisation should notify its insurer (or broker) of this as that conduct may lead to a claim by a recipient of those goods in the future.
- A community organisation becomes aware that an officer has stolen money from another organisation (but is not aware of any loss to its own organisation). The organisation should notify its insurer of this as it may later discover that the officer has stolen money from it and wish to make a claim.

If your insurance policy does not apply

There may also be times where things go wrong at your community organisation, and it is not covered under your insurance policy. If this happens, your organisation can be left vulnerable to bearing the full cost of legal proceedings and compensation payouts.

If your insurance policy does not apply to the situation that has occurred, you should:

- contact your insurer (or broker) as soon as possible
- contact your lawyer as soon as possible, and
- update your policy as soon as possible



Complaints or concerns

If your organisation has a complaint or concern about an insurance contract that it can't resolve with the insurer, it can contact regulatory bodies such as the [Australian Financial Complaints Authority \(AFCA\)](#).

AFCA can intervene to assist your organisation in providing fair, free, and independent dispute resolution services for financial complaints.

