



## Managing risk and insurance

**IMPORTANT NOTE:** The information contained in this document about risk and insurance is not legal advice but rather a tool to help program groups form a general understanding of how CRSA's programs approach the question of 'risk' and the existence of certain umbrella insurance policies arranged by CRSA. Policy schedules are attached and copies of policy wording can be found [here](#). We encourage groups to familiarise themselves with these policies, noting that like all insurance policies they contain conditions and exclusions and do not cover all potential risks.

### Principles of independence and autonomy

CRSA's programs recognise the independence, agency and autonomy of all individuals involved in CRSA's programs (all 'program participants'), whether they be members of local groups providing support to refugee newcomers ('program groups'), or refugee newcomers themselves. CRSA does not seek to direct, regulate, control or be responsible for the day-to-day activities of or interactions between individuals involved in CRSA's programs.

It is up to each individual program participant to decide whether or not to participate in any activity proposed by any other program participant and those organising an activity should check this with all relevant individuals before proceeding with the activity. If any program participant feels that a proposed activity is not safe or suitable for them or their dependents then they should make this known to the person proposing the activity and, if their concerns cannot be allayed, decline to participate in that activity. On this basis, if any program participant does elect to participate in an activity, or allow any of their dependents to participate in an activity, then they alone accept responsibility for the risk of any harm or loss that be caused to them as a result of that activity.

### You may already be insured for many day-to-day risks

Many program group members involved in CRSA's programs will already have personal insurance policies that may offer a level of protection in the event that unfortunate incidents arise in the course of activities that they engage in as part of a program group offering support to refugee newcomers, for example, home and contents insurance and/or comprehensive car insurance.

Home building insurance policies, for example, may provide cover for legal liability associated with an individual's ownership of an insured property and comprehensive car insurance policies may provide cover for third party property damage caused by the use of an insured vehicle. We strongly encourage all program group members to check their personal insurance policies and ascertain what they are and are not covered for.

### CRSA has extended its insurance to offer some additional protection to program groups

To add an additional layer of protection, CRSA has secured umbrella insurance policies which will cover active mentor/community supporter groups involved in the Group Mentorship Program ('GMP') and the Community Refugee Integration and Settlement Pilot ('CRISP') for the duration of their 6-12 month period of participation in the relevant program:

- General and Products Liability (\$20 million cover for any one claim, with a deductible of \$1,000 per claim, to be borne by the program group).
- Professional Liability (\$10 million cover for any one claim, \$20 million in aggregate)



These policies cover the activities of CRSA as well as individuals/entities who form program groups involved in CRSA programs, as noted on the attached policy schedules.

If CRSA has confirmed in writing your group's involvement in a program administered by CRSA then CRSA will notify its insurer of your group's involvement in the program and you don't need to do anything further to be covered by these policies. However, you must let CRSA know as soon as possible of any incidents that might trigger a claim.

**IMPORTANT: The primary purpose of these umbrella policies is to provide a level of cover in connection with the practical activities of local groups during the period when they are providing support to the refugee household. These policies do not extend to the activities of groups who are only at the stage of preparing to be involved in one of our programs. In particular, they do not cover fundraising events held by local groups before they sign documents confirming their involvement in the program (eg Settlement Deed or Confirmation Letter). Groups are responsible for considering and managing these events including obtaining any permits or insurance as your group deems appropriate.**

Policy schedules are attached and copies of policy wording can be found [here](#). We encourage groups to familiarise themselves with these policies, noting that like all insurance policies they contain conditions and exclusions and do not cover all potential risks. Notably, neither of these policies are aimed at covering personal injuries that may be suffered by program group members in the course of their involvement in programs administered by CRSA.

CRSA has provided the following list of activities to its insurers in connection with arranging this insurance cover. Activities that are not on this list will most likely not be covered by the relevant policy.

1. Meeting refugees on arrival in Australia at the airport and providing them with transport to their temporary accommodation
2. Securing or providing temporary accommodation, income support and basic needs on arrival for refugee households
3. Assist refugee household in registering for essential services like Centrelink, Medicare, Adult Migrant English Program, National Disability Insurance Scheme
4. Assisting refugee household in identifying and securing suitable long-term accommodation and acquiring basic household goods
5. Engaging in a wide range of self-directed, practical, day-to-day activities to assist refugee newcomer households in achieving personal goals related to their settlement and integration in Australia including (but not limited to):
  - finding suitable employment
  - having their overseas qualifications recognised
  - identifying and securing long-term accommodation
  - enrolling and participating in educational opportunities (primary, secondary, tertiary, vocational)
  - practising English
  - learning to drive and understanding Australian road rules



- establishing small businesses
  - accessing available services
  - establish and expand social and professional networks
6. Undertaking fundraising activities to raise funds to support the work of the group and/or the needs of the refugee household
  7. Engaging in informal social activities and outings in connection with the above goals

Program groups that are connected to a formal entity like a local club, school, church or business may also be able to seek insurance cover through the policies held by that entity. We also note that Rural Australians for Refugees (RAR) can offer public liability cover for groups that are based in areas other than Melbourne, Sydney and Brisbane.<sup>1</sup>

### **It's up to your group members to consider and mitigate the risks**

CRSA has in place a number of mechanisms to support the integrity of the GMP and CRISP and to ensure that program groups have access to resources to help them provide effective support to refugee participants. However, in planning and undertaking day-to-day activities, it is ultimately up to each individual program group member to consider the risks associated with program group activities and how best to mitigate or manage the risks associated with such activities (including the role of insurance). Refugee participants should also be informed about their own independence and agency in deciding what activities they and their dependents will participate in.

Many activities that program participants might engage in may be low risk (eg a picnic in the park or trip to a museum), but some might be higher risk. For those which pose more risks, there may be obvious common-sense measures that can be taken to minimise risk (e.g. supervising people while swimming at the beach, and only swimming at patrolled beaches between the flags). Taking out additional insurance cover may also be worth considering in some circumstances (e.g. if arranging a large community event with pony rides), noting that third party suppliers may also carry insurance to cover members of the public using their premises or equipment.

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<sup>1</sup> We are advised that groups would need to become members of RAR for a fee of \$60 per annum (see <https://www.ruralaustraliansforrefugees.org.au/rar-groups/>).

# Policy Schedule

**Date of issue** 22 July 2022  
**Contact** Emma Stuart  
**Telephone** 02 8623 4000  
**Email** [emma.stuart@aon.com](mailto:emma.stuart@aon.com)

**Important Notice: This Schedule should be read in conjunction with your Policy Wording, which together comprise your contract of insurance with the insurer. Please refer to both documents for full terms, conditions, exclusions and specific endorsements of your policy.**

## Our Community

**Aon Reference** PRM 22LZS  
**Insured** Community Refugee Sponsorship Australia Ltd  
**Period of Insurance** 4:00 PM 25 May 2022 to 4:00 PM 25 May 2023  
**Business Description** Principally volunteer, community, charitable and not-for profit Organisations and all other associated and related activities including activities of volunteers.

## General and Products Liability

**Business Description** Principally volunteer, community, charitable and not-for profit organisations and all other associated and related activities as declared by you on the liability declaration.

**Limit of Liability**

General Liability (any one occurrence)	\$ 20,000,000
Products Liability (any one period of Insurance)	\$ 20,000,000

**Sub Limits of Liability** Property in physical or legal care, custody & control endorsement limit: \$ 250,000

The policy covers the organisation, its employees & volunteers from their legal liability to third parties for personal injury and/or property damage if proven legally liable or negligent as defined in the policy

**Geographical Limits** Anywhere in the Commonwealth of Australia

**Endorsement** Molestation Endorsement (CGU & XL Insurance only):  
 The limit of the Insurer's liability in respect of any one Claim shall not exceed 5,000,000.  
 The total aggregate liability of the Insurer during any one Policy Period shall not exceed 5,000,000. Supplementary Payments shall be included within the Limit of Liability.  
 This Policy does not provide cover for legal liability arising out of or in any way connected with actual, threatened or perceived sexual assault, sexual harassment or molestation of any person arising from the operation or ownership of any school, religious organisation or child care centre.

**Exclusions** Refer to the policy for full conditions  
 All service providers to carry their own insurance  
 A service provider is deemed as anyone hired by the Insured to provide a good or service. Service providers include but are not limited to security, amusement device operators, fireworks operators, caterers, contractors, venue owners, entertainers etc.  
 It is a condition precedent to the policy that any Insured providing services to third

party individuals or groups must hold the appropriate qualifications or license. It is further agreed that staff/volunteers working for these Insured's must also be appropriately qualified in the activities they are conducting.

Excludes professional indemnity

Excludes all contractors and/or sub-contractors

Warranted no known or reported incidents/claims

Excludes Acts of War & Terrorism

Policy excludes liability arising from the participation in any sporting activities

Additional activities, events or fundraising not declared on original declaration not insured until referred to and accepted by the Insurer

Excludes molestation

**Deductibles** Each and every claim \$ 1,000

**Warranties/Special Conditions** This policy extends to the incorporated entities and members of unincorporated groups declared on supporting documents or as notified during the Policy Period, with respect to their involvement in the following programs administered by CRSA: Group Mentorship Program and/or the Community Refugee Integration and Settlement Pilot. XL Insurance Company SE Retro Date: 7/07/2022

**Retroactive Date (Date of Inception):** 7/07/2022

**Agreement Number** B0334SC3342019343

**Unique Market Reference Number** B0334SC3342019343

**Certificate of Insurance:** This Certificate of Insurance confirms that in return for payment of the premium shown on the Tax Invoice, XL Insurance Company SE, Australia Branch have agreed to insure you, in accordance with the wording attached to this certificate.

In accepting this Insurance, XL Insurance Company SE, Australia Branch have relied on the information and statements you have provided on the proposal form (or declaration). You should read this Certificate carefully and if it is not correct contact Aon Risk Services. It is an important document and you should keep it in a safe place with all other papers relating to this insurance.

This Certificate is Insurance Council of Australia's General Insurance Code of Practice compliant. XL Insurance Company SE, Australia branch proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any complaint relating to this Insurance can be lodged with the Coverholders complaints team as follows:

The Complaints Officer  
Aon Corporation Australia Pty Ltd  
Level 33, 201 Kent Street, Sydney NSW 2000  
Tel: 02 9253 7000  
Email: [au.compliance@aon.com](mailto:au.compliance@aon.com)

Complaints that cannot be resolved via the relevant complaints process may be referred to the Australian Financial Complaints Authority, the details of which are noted below:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001  
Web: [www.afca.org.au](http://www.afca.org.au) Email: [info@afca.org.au](mailto:info@afca.org.au)  
Telephone: 1800 931 678

The amount of Premium specified herein is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of the Coverholder placing this Insurance.

In the event of claim arising under this Insurance immediate notice should be given to:

Aon Risk Services Australia Limited  
201 Kent Street  
Sydney NSW 2000  
Tel: 02 9253 7000

**Authorized Coverholder  
Signature**

In effecting this Certificate, Aon will be acting under an authority granted to them by XL Insurance Company SE, Australia branch under a Binding Authority Agreement to effect such insurance on their behalf and will effect insurance as agent of the Underwriters and not agent of the Assured.

The following policy schedule has been signed and issued by authorized coverholder – Gavin Deadman for the Not for Profit Liability facility



**Policy Wording**

Not for Profit General and Products Liability Wording SBAF0012Q211001

**Insurer**  
XL INSURANCE COMPANY SE  
A.B.N. 36 083 570 441  
LEVEL 28, 123 PITT ST  
SYDNEY

NSW  
2000

<b>Policy Number</b>	<b>Proportion</b>
SC3342014343	100%



# Policy Schedule

<b>Date of issue</b>	22 July 2022
<b>Contact</b>	Emma Stuart
<b>Telephone</b>	02 8623 4000
<b>Email</b>	<a href="mailto:emma.stuart@aon.com">emma.stuart@aon.com</a>

**Important Notice: This Schedule should be read in conjunction with your Policy Wording, which together comprise your contract of insurance with the insurer. Please refer to both documents for full terms, conditions, exclusions and specific endorsements of your policy.**

## Our Community

<b>Aon Reference</b>	PRM 22LZS
<b>Insured</b>	Community Refugee Sponsorship Australia Ltd
<b>Period of Insurance</b>	4:00 PM 25 May 2022 to 4:00 PM 25 May 2023
<b>Business Description</b>	Principally volunteer, community, charitable and not-for profit Organisations and all other associated and related activities including activities of volunteers.

## Protector/Association Liability

<b>Policy Number</b>	83ASL1874478	
<b>Insured Named Entity</b>	Community Refugee Sponsorship Australia Ltd	
<b>ABN</b>		
<b>Insured Services</b>	The provision of professional services in relation to the association's objectives or purpose, Professional Bodies and/or not for Profit Associations, association with national, state and affiliated committees.	
<b>Policy Wording</b>	Aon Not-for-Profit Protector/Association Liability Policy Wording AFFENDALI0520	
<b>Limit of Liability</b>	<b>Section 1</b> Professional Liability	\$ 10,000,000 any one Claim and \$ 20,000,000 in the aggregate
	<b>Section 2</b> Management Liability	\$ 10,000,000 any one Claim and \$ 20,000,000 in the aggregate
	<b>Section 3</b> Association Liability	\$ 10,000,000 any one Claim and \$ 20,000,000 in the aggregate
	<b>Section 4</b> Employment Practices Liability (Association Liability)	\$ 10,000,000 any one Claim and \$ 20,000,000 in the aggregate
	<b>Section 5</b> Employee Fraud or Dishonesty	\$ 100,000
	<b>Section 6</b> Superannuation Trustees Liability	Not Insured
<b>Amount of Deductible</b>	<b>Section 1</b> Professional Liability	Nil each and every Claim
	<b>Section 2</b> Management Liability	Nil each and every Claim

	<b>Section 3</b> Association Liability	Nil each and every Claim
	<b>Section 4</b> Employment Practices Liability (Association Liability)	Nil each and every Claim
	<b>Section 5</b> Employee Fraud or Dishonesty	\$ 2,000 each and every Claim
	<b>Section 6</b> Superannuation Trustees Liability	Not Insured
<b>Application of the Deductible</b>	Application of Deductible in respect of Australia and New Zealand	Cost Exclusive
<b>Retroactive Date</b>	Unlimited, excluding any known claims and circumstances	
<b>Jurisdictional Limits</b>	Anywhere in the world excluding USA	
<b>Geographical Limits</b>	Anywhere in the world excluding USA and Canada	
<b>Specific Sub Cover Limits</b>	<b>Section 1</b> Professional Liability	
	1.2.4 Loss of Documents	\$ 500,000
	1.2.7 Statutory Liability	\$ 100,000
	<b>Section 2</b> Management Liability	
	<b>Section 3</b> Association Liability	
	3.2.1 Breach of Contract	\$ 100,000
	3.2.2 Crisis Costs	\$ 50,000
	3.2.3 Investigation Costs	\$ 500,000
	3.2.4 Occupational Health and Safety Defence Costs and Investigation Costs	\$ 500,000
	3.2.5 Pollution Defence Costs and Investigation Costs	\$ 500,000
	3.2.7 Statutory Liability	\$ 500,000
	3.2.8 Taxation Audit Costs	\$ 250,000
	<b>Section 4</b> Employment Practices Liability	
	4.2.1 Attendance at Investigations	\$ 500,000
	<b>Section 5</b> Employee Fraud or Dishonesty	
	5.2.1 Investigative Fees	\$ 100,000
	5.2.2 Legal Fees	\$ 50,000
	<b>Section 6</b> Superannuation Trustees Liability	
	5.2.1 Investigation Fees	\$ 500,000

5.2.2 Legal Fees \$ 100,000

**Section 7 General Extensions**

7.5 Emergency Costs The greater of \$250,000 or 10% of the Limit of Liability

7.7 Public Relation Costs \$ 1,000,000

**Endorsement**

**Amendment to Severability Condition Endorsement**

Notwithstanding anything else to the contrary contained in the Policy, it is declared and agreed that General Condition 9.8 is amended by adding the following sub-clauses:

e. In the event of fraudulent misrepresentation or fraudulent non-disclosure at the time the Policy was entered into by an Insured, the Insurer will have the rights available to it in accordance with section 28(3) of the Insurance Contracts Act 1984 (Cth) with respect to any loss which is based on, arising from or in consequence of such misrepresentation or nondisclosure.

f. In the event of misrepresentation or non-disclosure, other than fraudulent misrepresentation or non-disclosure, the Insurer waives all rights available to it pursuant to section 28(3) of the Insurance Contracts Act 1984 (Cth).

In all other respects this **Policy** remains unaltered.

**Bodily Injury and Property Damage (Defence Costs Sub-limit) Exclusion**

Notwithstanding anything else to the contrary contained in the Policy, it is declared and agreed that the following Additional Exclusion is added to Section 1.3 of the Policy:

**Bodily Injury and Property Damage (Defence Costs Sub-limit) Exclusion**

for any actual or alleged bodily injury, sickness, disease, death or emotional distress, or damage to or destruction, impairment or loss of the use of any property.

Provided that this Additional Exclusion will not apply to **Defence Costs** and **Investigation Costs**.

The total amount payable by the **Insurer** for **Defence Costs** and **Investigation Costs** under this Endorsement shall not exceed \$500,000 in the aggregate.

In all other respects this Policy remains unaltered.

**Molestation**

Molestation and Bodily Injury Inner Limit (\$500,000) Exclusion /Endorsements to apply in relation to all:

Child care/minding services  
Churches and religious organisations

Notwithstanding anything else to the contrary contained in the Policy, it is declared and agreed that the following General Exclusion is added to Section 8 of the Policy:

**Molestation (Defence Costs Sub-limit) Exclusion**

for any **Claim** or **Loss** for or arising out of, based upon or attributable to any actual or alleged:

- a. molestation of, interference with, mental or physical abuse of, or assault of, any person;
- b. act(s) of indecency;
- c. failure to detect, act upon or prevent the molestation of, interference with, mental or physical abuse of, or assault of persons, or act(s) of indecency, by

the Insured or any agent of the **Insured**.

Provided that this General Exclusion will not apply to:

- i. Defence Costs;**
- ii. Investigation Costs;** and
- iii.any Employment Claim.**

The total amount payable by the **Insurer** for **Defence Costs** and **Investigation Costs** under this Endorsement shall not exceed \$500,000 in the aggregate.

In all other respects this **Policy** remains unaltered.

### **Free Legal Consultation**

Insurance Australia Limited T/as CGU Insurance (CGU) will provide policyholders up to 2 hours of free legal advice and will be available from 9.00am to 5.00pm AEST, Monday to Friday (except public holidays).

### **Conditions of Use**

The Insured must quote their current policy reference number from their policy schedule prior to beginning discussion of the matter with the appointed representative. Discussions with the insurer's appointed firm in relation to a Claim, or any allegation or circumstance which may give rise to a Claim, does not constitute official notification of a Claim under the insurance policy.

The Insured must separately notify the insurer immediately in writing of any Claim, allegation or circumstance that may give rise to a Claim as required by the policy. The insurer's appointed firm cannot provide final legal advice to the Insured via the hotline on policy or other indemnity issues. Nothing said by the insurer's appointed firm may be taken as conclusive advice on indemnity.

If a Claim arises out of a matter about which the Insured has sought advice from the appointed firm, it is at the insurer's sole discretion whether to engage the appointed firm for this hotline to represent the Insured in relation to that Claim. The Insured authorises the appointed firm to disclose to the insurer all information obtained via the hotline that may result in a Claim being pursued or defended under the terms and conditions of the policy.

To the extent necessary, the Insured waives all claims to professional privilege over that information as between the insurer and itself. The Insured acknowledges that the disclosure of this information may affect their entitlement to indemnity under the policy for the Claim.

Changes to the appointed firm will be notified to the Insured by Aon Risk Services Australia Limited. The insurer reserves the right to change the appointed firm at any time.

CGU have a panel of experienced insurance law firms with offices who can service every state and territory. In order to assist your query and direct you to the appropriate legal panel firm, please contact a member of your dedicated Not For Profit service team.

Issued for and on behalf of Insurance Australia Limited T/as CGU Insurance ABN 11 000 016 722 on the Date of issue specified above. Aon Risk Services Australia Limited ABN 17 000 434 720 arranges the insurance and Insurance Australia Limited T/as CGU Insurance issues the insurance.

### **Endorsement**

This policy extends to the incorporated entities and members of unincorporated groups declared on supporting documents or as notified during the Policy Period, with respect to their involvement in the following programs administered by CRSA: Group Mentorship Program and/or the Community Refugee Integration and Settlement Pilot.

**Insurer**  
INSURANCE AUSTRALIA LIMITED T/AS CGU PROF RISKS

**Policy Number**  
83ASL1874478

**Proportion**  
100%

A.B.N. 11 000 016 722  
GPO BOX 4609  
MELBOURNE VIC3001