

## SECTION 5 RESOURCES

### 5.6 INSURANCE

5.6.1.	<b>PREAMBLE</b>
	<p>The following information is provided to assist Leaders, Committee Members, parents, care givers and other Members of The Association.</p> <p>The content of this section deals with matters of a technical and legal nature in general terms only. Leaders should contact their own advisers or make enquiries through the Branch Support Office for detailed advice.</p>
5.6.2.	<b>DUTY OF CARE</b>
	<p>Leaders have a duty of care towards their Youth Members basically for two reasons:</p> <ol style="list-style-type: none"><li>the Leader or responsible adult, whilst on duty, is obliged to act “in loco parentis” (i.e. in place of the parent); and,</li><li>because a Youth Member is removed from the protection and control of their parents during Scouting activities, Scouts Australia and Queensland Branch must take over these obligations which their parents would normally perform, including the obligation to take reasonable care for the safety of the Youth Members.</li></ol> <p>In demonstrating a duty of care a Leader or responsible adult should take reasonable measures to prevent foreseeable physical injury, as well as taking reasonable care to prevent it. The Leader or responsible adult must take reasonable steps to protect Youth Members against risk of injury that could have been foreseen.</p> <p>The responsibility of care is based on what is reasonable in the circumstances, in relation to the standard of care which would be expected of a competent Leader with adequate training, the nature of the danger or risk of injury and the age and responsibility of the Youth Member.</p> <p>Ultimately, the question of whether a Leader or responsible adult has or has not been negligent is the decision of a judge or jury, taking a broad view of all the relevant circumstances and in the light of experience of life generally.</p> <p>For further information on risk management refer to QBSI 7 ScoutSafe.</p>
5.6.3.	<b>PRINCIPLES OF NEGLIGENCE</b>
	<p>The basic principle of negligence is that liability to pay damages will arise where three elements are established by the person seeking damages, namely:</p> <ol style="list-style-type: none"><li>that there is a duty of care in the situation under consideration;</li><li>that there has been a breach of duty, that is, a failure to take care regarded by law as reasonable in the circumstances; and,</li><li>that damage or injury has been caused by or contributed to by that breach.</li></ol> <p>A Leader or responsible adult will not be liable for damages for an injury to a Youth Member merely because an injury occurred while the Youth Member was in the Leader’s care.</p> <p>These three basic principles of negligence must apply before a claim for damages will succeed, although that is not to say that a claim, which will be successfully defended, might not be made in the first place.</p> <p>In any situation, Leaders must use their common sense. First of all, the statutory provisions and gazetted regulation must be obeyed, but thereafter the Leader must use common sense.</p> <p>In looking at the question of the duty of care owed by the Leader to the Youth Member, the Court will ask these questions:</p>

a. Should the Leader as a responsible person have foreseen that an accident of that nature was likely to happen?

b. Could they have taken reasonable precaution to prevent it occurring?

c. Were sufficient precautions taken to avoid the foreseeable risk of injury?

Under the doctrine of vicarious liability, the employer (The Scout Association) is also liable for any civil wrong committed by its Leaders while acting in the course of their duties.

An injured Youth Member has the choice of suing the Scout Association alone, or the Leader/s alone, or both. In general, the injured Youth Member will sue both the Association and the Leader/s concerned.

The Association, however, recognises that Leaders in The Association have difficult and delicate duties and functions and that, in the diligent carrying out of the duties and functions, they could be exposed to claims for damages.

The Association therefore has established Policy in relation to the Association's acceptance of legal liability for its Leaders. Guidelines on each of the policies are available each year to Members.

5.6.4.

**SCOUTS QUEENSLAND INSURANCE POLICIES**

Scouts Queensland negotiated the following insurance policies in the name of The Scout Association of Australia, Queensland Branch Inc., to provide a level of coverage for Formations across Queensland.

Each of these insurance policies is currently renewed as at 1 April each year:

- a. General and Products Liability (Public Liability)
- b. Group Personal Accident
- c. Industrial Special Risk (Property)
- d. Motor Vehicle Fleet
- e. Marine Hull
- f. Marine Transit
- g. Aviation (Non-Ownership Liability)
- h. Association Liability
- i. Work Health & Safety
- j. Cyber

The costs of this insurance are apportioned to Formations on the following basis:

Insurance Policy	Basis of apportionment	Insurer	Cost (excl GST) 2021/22	Data for apportionment
General Public and Products Liability (Public Liability)	Average number of members previous Scout Yr	QBE	\$320k	SMS
Group Personal Accident	Membership at census night 31 March., included in membership fee	Chubb	\$30k	SMS
Industrial Special Risk (Property)	Buildings: Allocation based on band or agreed value for Band 1	Ansvr	\$385k	Building: Assessment of property need, updated from time to time and allocated against standard designs and costs
	Contents: Proportion allocated based on report value			SMS property return
Motor Vehicle Fleet	Direct allocation against each registered vehicle/trailer etc	CGU	\$33k	SMS property return
Marine Hull	Direct allocation against each canoe/kayak/sail craft	Club Marine	\$10k	SMS property return
Marine Transit	For equipment cartage	NTI	\$1k	
Aviation (Non-Ownership Liability)	Specific to Air Activities	QBE	\$2k	
Association Liability	Combined with the public liability.	Chubb, CGU, Allied World	\$8k	
Work Health & Safety	Apportioned across all insurance allocations.	Liberty	\$20k	
Cyber	Apportioned across all insurance allocations.	CFC	\$3k	



5.6.5.	<b>GENERAL PUBLIC AND PRODUCTS LIABILITY (PUBLIC LIABILITY) INSURANCE</b>
	<p>The Scout Association of Australia, Queensland Branch Inc. maintains a Liability Insurance Policy. Briefly, this Policy covers the Association’s legal liability to third parties for claims for accidental death or bodily injury and or damage to property arising through the Association’s negligence, or that of any person for whose negligence the Association is liable. It also covers claims through any defect in buildings and such like.</p> <p>In summary, the following cover is provided:</p> <ol style="list-style-type: none"> <li>a. Liability of The Association, its Officers and Members, to the public.</li> <li>b. Liability of The Association to its Officers and Members.</li> <li>c. Liability originating from the acts of its Officers and Members for which The Association is vicariously responsible, incorporating damages to the public, its Officers and Members.</li> <li>d. Liability to Officers and Members where the author of the circumstances giving rise to the liability is a Leader or Member.</li> <li>e. Where Officers and Members are involved in building construction work, cover is automatically extended in respect of such projects. There is a limit on the claim.</li> </ol> <p>Although Queensland Branch has assumed responsibility for this risk in respect of all property registered in its name, others still have a very real responsibility to see that every care is taken to protect members of the public or their property from damage resulting from The Association’s negligence.</p> <p>Leaders or Members should exercise care in their supervision of all activities including not only the environment and circumstances in which such activities are carried out, but also the behaviour of the participants in such activities. All rules and guidelines in respect of any activity should be strictly observed.</p> <p><b><i>It should be understood that only in rare cases would a Leader or Member not be covered by The Association Policy. Where this is the case, the happening could not be the result of his or her normal duties associated with the Scout Movement but would be acts of a strictly personal nature.</i></b></p> <p>Therefore, it is most desirable that all Association Leaders obtain Personal Public Liability Policies to cover themselves against any loss which they may suffer or cause to a third party through their own negligence or default. This may be covered under a “homeowner” insurance policy.</p> <p>The Policy does not cover:</p> <ul style="list-style-type: none"> <li>- those halls or properties that are in the names of private trustees or other organisation names. It will cover only the property vested in the name of “The Scout Association of Australia, Queensland Branch Inc”.</li> <li>- criminal or irresponsible acts where a Member acts outside the course of his or her employment or duties with The Association.</li> </ul> <p><b><i>It should be noted the resources of The Scout Association might not be available to defend any common lawsuit against a Member arising out of accidents which may happen on activities that are not correctly authorised.</i></b></p> <p>If any claim for damages is received, this should be immediately forwarded to the Branch Support Office. Failure to report any incident referred to above, could lead to the voiding of insurance coverage.</p>
5.6.6.	<b>GROUP PERSONAL ACCIDENT INSURANCE</b>
5.6.6.1.	<b>GENERAL</b>
	<p>The Scout Association of Australia, Queensland Branch Inc., maintains a Personal Accident Insurance Policy.</p>

	<p>The Policy covers:</p> <ol style="list-style-type: none"> <li>a. All registered financial Members, irrespective of when they join Scouting, while engaged on valid Scouting activities anywhere in Australia;</li> <li>b. Parents of Youth Members providing support: on committees, driving Youth Members to or from activities or working bees or sausage sizzles etc.</li> <li>c. Volunteer persons providing regular support on a campsite or activity centre will be covered under this policy.</li> <li>d. Members of the Group Support Committee and other committees as well as any other non-uniformed helpers providing voluntary work services to Scouts are covered under the Voluntary Workers benefits with no restriction on the number of people who are covered within the one Formation.</li> </ol> <p>The Group Personal Accident Policy does not cover:</p> <ol style="list-style-type: none"> <li>a. siblings of registered financial or un-financial Youth Members</li> <li>b. children under five years of age</li> <li>c. <b>children whose parents have signed a Non-Member Activity Advice (Form F6).</b></li> <li>a. Grandparents or relatives, unless legal guardian(s), are not considered Members.</li> </ol> <p>A valid Scouting activity may include the following activities:</p> <ol style="list-style-type: none"> <li>a. The planned normal weekly program where Leaders diligently and conscientiously endeavour to carry out their assigned duties;</li> <li>b. Any other special event which requires certain authorisation by parents and or approval from District/Region by use of Forms (C2, C4, C5 or their equivalent);</li> <li>c. Adventurous activities which may require certain minimum standards to be met and must conform to requirements documented within QBSI;</li> <li>d. It also includes committee meetings, fund raising activities or other specific meetings (e.g. training meetings, working bees, sausage sizzles etc.).</li> </ol> <p>Activities must be supported by risk management documentation as described in <i>QBSI 2.19 Event and Activity Approvals</i>.</p> <p>The policy does not cover a Member's personal items (clothing, camera, mobile phone etc.). Members should check with their insurer to see if their home contents or personal property policy covers their personal items.</p>
5.6.6.2.	<b>PREMIUM ALLOCATION</b>
	<p>The allocation of the Group Personal Accident premium for the forthcoming Scout Year to Formations is based on the membership as at census night 31 March. Premiums for Adult and Youth Members are fixed and non-refundable.</p> <p>Where a Member holds more than one appointment (e.g. a Rover who is a Leader) the Membership fee, including the insurance premium, for the young adult role is waived (except for the Rover levy) as the Membership fee, including the insurance premium, is paid by the Formation where the Member is a Leader.</p> <p><u>Members of any committee of a new Formation, which commences during the year, are automatically covered.</u></p> <p>Premiums are payable at 1 April each year. The premium amount is paid when a Member pays their annual Membership fee. To ensure cover for your volunteers, Formations must ensure this premium is paid by the due date which is shown on the membership invoice.</p>
5.6.6.3.	<b>BENEFITS</b>
	<p>Cover is for insured persons whilst involved in officially organised and authorised Scouting activities and or direct travel to and from such activities.</p> <p>Inclusions (but not limited to):</p> <ol style="list-style-type: none"> <li>a. Coverage for dental work on natural teeth is up to \$2,000.</li> </ol>

	<ul style="list-style-type: none"> <li>b. Coverage for medical expenses is up to \$5,000.00 and claimable within the first 12 months of a claim being made.</li> <li>c. A claim for a salary or wages benefit, (under Part B), is set at 85% of weekly income. This will be paid for up to 104 weeks, with an, (insurance policy), <u>excess of seven days</u>.</li> <li>d. Other benefits for miscellaneous expenses may be claimable.</li> </ul> <p>At the expiry of the insurance benefits timeframe and/or when the financial limit pertaining to a claim type is reached, no further benefits will be available. <u>A copy of the Insurance benefits will be made available to persons making a claim.</u> Leaders and committee members may wish to look at additional private cover where amounts are not considered adequate for their needs. It is to be noted that limits exist on claims.</p> <p>Dental treatment to "natural" teeth only is covered provided it is caused by an injury. Like other claims, the incident must be reported to the Branch Support Office as soon as is practicable.</p> <p>For any treatment covered by a 'Medicare' payment, that payment and any 'gap' amount are not claimable under the terms of the policy.</p> <p>The Federal Government's Health Act prescribes that any medical expenses covered by the Act must be claimed against Medicare. It is illegal for any insurance company to cover those items, or the "gap" expense and the amount recoverable, when not authorised by the Federal Government.</p> <p>It is recommended that Groups or Formations put aside sufficient funds to cover any <u>insurance excess</u> that may be incurred by an individual.</p>
5.6.6.4.	<b>FURTHER TERMS AND CONDITIONS</b>
	<p>Cover is subject to Policy Terms and Conditions and the main exclusions include, but are not limited to:</p> <ul style="list-style-type: none"> <li>a. any consequence of declared or undeclared war or any act thereof, invasion or civil war;</li> <li>b. the Insured Person engaging in or taking part in: <ul style="list-style-type: none"> <li>i. training for or participation in professional sports of any kind;</li> <li>ii. flying or other aerial activities, otherwise than as a passenger in an aircraft that is licensed to carry passengers;</li> </ul> </li> <li>c. intentional self-injury, suicide or any illegal or criminal act;</li> <li>d. pre-existing medical conditions; and,</li> <li>e. age limit is 5 to 85 years (Conditions apply for those over 75).</li> </ul> <p>A Branch administration fee of \$500 will apply for any one insurance claim. It is recommended that Groups or Formations put aside sufficient funds to cover any Branch administration fee that may be incurred by a Group or Formation.</p>
5.6.7.	<b>ACCIDENT REPORTS</b>
	<p>In the event of a personal injury, a Leader is required to provide a statement in relation to the accident by way of the F18 Incident Report Form (available on the Branch website), to the Branch Support Office within seven (7) days of the incident occurring. The F18 form can also be used to report other incidents (e.g. bullying and assault or near misses).</p> <p>The Queensland Branch has designated a number of incidents, as <b>immediately reportable</b>. <b>These can be made to the 07 3870 7000 number or to the Chief Commissioner.</b> When more details are required on an accident, further enquiry will be made by the Chief Commissioner or his or her nominee.</p> <p><b>IMMEDIATELY REPORTABLE INCIDENTS are listed on the Queensland Branch website.</b></p>

	<p>In the event of an incident which could give rise to a claim <b>NEVER ADMIT LIABILITY.</b></p> <p>On the spur of the moment it is easy to say you are sorry or in other ways admit liability, when, in considering the circumstances after the event, it may become clear that you and or the Association are not liable.</p> <p>There are many legal defences available which could be used to remove or reduce liability, many of which a person without legal training would not appreciate. An ill-conceived admission of liability can destroy the opportunity to rely on these defences and Scouts Australia may inherit liability that relates to others.</p> <p>More importantly, an admission of liability will constitute a breach of the Association's Insurance Policy Conditions and could result in the refusal of the insurer to indemnify the Association.</p> <p>In the event of injuries or loss of property be supportive, render assistance and do whatever else a caring individual would do <b>BUT AT NO TIME ADMIT LIABILITY.</b></p>																												
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	<p>The Scout Association of Australia, Queensland Branch Inc., holds an Industrial Special Risks (Property) Insurance Plan, covering all Scout property in Queensland.</p> <p>The Policy is based, on buildings being allocated within a banded agreed value-based model. The policy covers any assessed value of property, based on a standard plan design, including real costs required in the construction process such as all professional fees.</p> <p>With the exception of Band 1, costs associated with each band shall be maintained by The Scout Association of Australia, Queensland Branch Inc. and updated from time to time. Any formation in control of a Band 1 facility should be responsible for providing an official valuation at least once every three years.</p> <table border="1"> <thead> <tr> <th>Band</th> <th>2021/22 Values</th> <th>2022/23 Value</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td>This banding level is for buildings which do not fit into a standard plan, this will often be campsite infrastructure or significant Scouts halls, Branch Support Offices, etc. This level will require a standalone valuation</td> </tr> <tr> <td>2</td> <td>\$600,000</td> <td>\$660,000</td> <td>Large sized conventional Scout hall up to 400m<sup>2</sup> Conventional steel frame, steel cladding, internal wall linings, multipurpose space, full kitchen, meeting room/s, storage.</td> </tr> <tr> <td>3</td> <td>\$300,000</td> <td>\$370,000</td> <td>Medium size conventional Scout hall up to 220m<sup>2</sup> Convention steel frame, steel cladding, internal wall linings, multipurpose space, kitchenette, single meeting room, storage.</td> </tr> <tr> <td>4</td> <td>\$200,000</td> <td>\$200,000</td> <td>Small Conventional Scout hall up to 150m<sup>2</sup> Convention steel frame, steel cladding, basic fit out, minimal internal linings. Modelled off standard shed, Kitchenette.</td> </tr> <tr> <td>5</td> <td>\$50,000</td> <td>\$50,000</td> <td>Removal and rehabilitation only</td> </tr> <tr> <td>6</td> <td>0</td> <td>0</td> <td>Council insured NB: this will be governed by the local council area</td> </tr> </tbody> </table> <p>The Insured value as listed above, applies exclusively to the specific listed insurance cycle from April to March the following year.</p> <p>Each year, through the annual property return, controlling Formations must validate the property banding and as part of this process, may request to move between bands.</p>	Band	2021/22 Values	2022/23 Value	Description	1			This banding level is for buildings which do not fit into a standard plan, this will often be campsite infrastructure or significant Scouts halls, Branch Support Offices, etc. This level will require a standalone valuation	2	\$600,000	\$660,000	Large sized conventional Scout hall up to 400m <sup>2</sup> Conventional steel frame, steel cladding, internal wall linings, multipurpose space, full kitchen, meeting room/s, storage.	3	\$300,000	\$370,000	Medium size conventional Scout hall up to 220m <sup>2</sup> Convention steel frame, steel cladding, internal wall linings, multipurpose space, kitchenette, single meeting room, storage.	4	\$200,000	\$200,000	Small Conventional Scout hall up to 150m <sup>2</sup> Convention steel frame, steel cladding, basic fit out, minimal internal linings. Modelled off standard shed, Kitchenette.	5	\$50,000	\$50,000	Removal and rehabilitation only	6	0	0	Council insured NB: this will be governed by the local council area
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	<p>Movement between bands will be approved when substantiated by changes to the property value.</p> <p>A reduction in property value must be supported by a defensible reduction membership requirement and this will require Chief Commissioner approval. A desire to reduce overall costs is not a defensible reason to reduce insurance coverage.</p> <p>The Industrial Special Risks policy also includes all stock and other contents, which will include all furniture and fittings, portable equipment, tents, cameras, trophies, regalia, libraries, camping gear and all waterborne craft up to five metres in length whilst on land. Formations can elect to self-insure all or part of these elements but documentation is required on the specific self-insured items up to the value as noted on the annual property return.</p> <p>Cover for watercraft on the water is provided by Marine Hull Insurance.</p> <p>The perils include:  Fire, Aircraft, Earthquake, Explosion, Impact, Rainwater, Riots, Malicious Damage, Storm and Tempest, Water Damage, and Burglary and Theft. (This last includes loss sustained without forcible entry, but excludes losses from an unknown event, such as those discovered at a stocktake), Accidental Damage, Breakage of Glass and Sanitary Fixtures and Loss of Money. The Loss of Money will apply to the Branch controlled offices only.</p> <p><b><i>It is to be noted that limits exist on claims and that like all policies of insurance there are various terms, conditions and exclusions that apply to the cover.</i></b></p>
5.6.8.2.	<b>DEDUCTIBLES</b>
	<p>The Queensland Branch has a variety of deductibles, (excesses) in relation to property, flood and cyclone, damages or losses.</p> <p>A Branch administration fee of \$500 will apply for any one insurance claim, made by a Group or Formation. It is recommended that Groups or Formations put aside sufficient funds to cover any Branch administration fee that may be incurred.</p>
5.6.8.3.	<b>WHERE AND WHEN COVERED</b>
	<p>The Policy covers all assets, whether stored at the Formation facility, in transit, or in use anywhere in Australia. However, cover while in transit is limited to \$20,000. Additional cover is available on request by payment of an additional premium. This would normally apply for a Jamboree or major event. Cover is provided for use of Scout equipment during valid Scouting activities only.</p>
5.6.8.4.	<b>NEW ITEM PURCHASED AND MAJOR PROJECTS</b>
	<p>When purchasing new equipment, or making alternation or improvements to facilities please provide details to <a href="mailto:risk@scoutqld.com.au">risk@scoutqld.com.au</a> to ensure that these are covered under the industrial special risk policy.</p> <p>If this results in additional costs, this will be on charged for the formation at the rate prescribed by the insurance company.</p>
5.6.8.5.	<b>REPLACEMENT COST (NEW FOR OLD)</b>
	<p>As contents and all other equipment are insured under replacement conditions, the utmost care must be taken when selecting the sums to be insured.</p> <p>For buildings insured within Bands 2-6 the costs associated with demolition and dump fees; plans and all local authority building approvals or State Government permits that may be required for building restoration and or rebuilding are already covered.</p>

	<p>For buildings in Band 1, the amount should include demolition and dump fees; plans and all local authority building approvals or State Government permits that may be required for building restoration and or rebuilding.</p> <p>The valuation of buildings in Band 1 cannot be reduced when completing the Annual Property Return unless the Return is accompanied by a valuation prepared by a competent builder, valuer or architect.</p> <p>Similarly, contents and all other assets must be valued at current new replacement cost (that is, today's purchase cost).</p> <p>Photo copiers and electrical appliances that are more than five years old are not insurable.</p>
5.6.8.6.	<b>REPLACEMENT COST (GENERAL VEHICLES AND MARINE CRAFT)</b>
	Marine craft, caravans, vehicles, tractors and trailers are depreciating annually and will normally be replaced at market value. The Group Property Return should reflect this.
5.6.8.7.	<b>IMPORTANT</b>
	It should be carefully noted that insurance values that fall short of actual replacement cost may result in serious financial loss to the Group or Formation. That is, the insurer is not bound to meet the full loss when the replacement cost has been understated, for example, if the insured value is 50% of true replacement value then the Insurer may only pay 50% of what the Group has it insured for.
5.6.8.8.	<b>INCIDENT ADVICE</b>
	<p>The damage to buildings or contents or the loss of equipment or contents is to be notified to the Branch Support Office immediately for a major incident, or within seven (7) days.</p> <p>On advice to the insurance broker, the insurance company may decide that a Loss Adjustor may need to visit the site, for an assessment of the damage or loss.</p> <p>If a building is damaged by a break and enter or storm. The building must be secured, as soon as possible, to prevent further loss or damage.</p>
5.6.8.9.	<b>CLAIMS</b>
	<p>The Loss or Damage Advice/Insurance Claim Form (form F1) may be obtained from the Branch website or the Branch Support Office.</p> <p>Please make sure the fullest information about the loss is sent. Where appropriate, a separate report should be attached to the claim form. A "Q Prime" Police report number must be included on the F1 form. Photos will assist in assessing the claim.</p> <p>For each item, two quotations must be attached to the claim form or forwarded to the Branch Support Office within a period of 30 days. The quotations must indicate the price at which the relative item may be purchased or repaired. Should a particular quotation be favoured, a recommendation to that effect may be attached. GST must be included in the quotation.</p>
5.6.8.10.	<b>OTHER INSURANCES</b>
	<p>There are some items which are not covered under the Property Policy that are covered under other policies maintained by the Association. These include Association owned motor vehicles, trailers, and watercraft. These will require a separate claim form to be completed, which can be obtained from The Association.</p> <p><b>PRIVATE VEHICLES AND TRAILERS USED FOR SCOUTING PURPOSES ARE NOT COVERED BY THE ASSOCIATION AND CLAIMS INVOLVING PRIVATE VEHICLES SHOULD BE MADE AGAINST THE VEHICLE OWNER'S COMPREHENSIVE POLICY.</b></p>

5.6.8.11.	<b>DUTY OF CARE</b>
	The premium for our insurance is based on our claims history and it is understood that all Members of the Association will take every reasonable step to avoid losses, to ensure the safe keeping of all equipment and adequate security of all premises.