

Earth Recovery Australia Ltd

NDIS Volunteer Application Form

The information you provide and completed form will be held securely and confidentially. Only authorised staff will have access to your information.

Personal Details of Volunteer

Name: _____ Mr. Mrs. Miss. Ms.

Address: _____

Telephone: (Daytime Landline) _____ (Mobile) _____

E-Mail: _____ NDIS Number _____

Please tick which of our activities are of most interest?

- Food Rescue
- Meal Preparation
- Opportunity Shop Operations
- Computer Rescue
- Renovation Work
- Maintaining Facilities
- Gardening
- Craft making and market stall selling
- Performance, music and speaking
- Other (please provide details below)

Please list any other interests that may help us provide suitable volunteering activities.

Does the participant have a NDIS care plan which includes "Increased Social and Community Participation" Support Category 3.09 (reference number 0009)?

- Yes No

If Yes, please provide details of the budget and hours that you wish us to develop a volunteering program for.

If the participant has a NDIS plan manager, please provide name and contact details.

What times during the week are suitable for voluntary work? Totally Flexible

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning							
Afternoon							

Please provide details of who we should contact if an emergency arises.

Name: _____ Relationship: _____

Telephone: (Home) _____ (Mobile) _____

Is there any additional information you would like to bring to our attention? You may provide this in a separate document if there is not enough space.

We provide insurance cover for our volunteers which includes our NDIS participants. The attached insurance documents detail this cover that we have taken out for you.

Have you read and do you agree to work under our current volunteer insurance policy?

Yes No

I declare that the information provided is true.

Signed _____ Date _____

Name: _____

Place of Work: _____ Position: _____
(If applicable)

Telephone: (Daytime Landline) _____ (Mobile) _____

E-Mail: _____

Please tell us about the person who has signed this form.

Are you:

- The Volunteer
- The Volunteer's Guardian
- Other Responsible Person (Please state relationship below)

**Return this form to office@earthrecoveryaustralia.org.au or PO Box 129, Lawson, NSW 2783.
For further information contact Rob on 0429 493 828 or Rosa on 0416 221 963**

Section 10 *Volunteers – Personal Accident*

Specific Definitions

In addition to the words or phrases shown as General definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a General definition for the same word or phrase, the following specific definition will prevail in this section.

bodily injury means bodily injury caused solely and directly by an accident including exposure to the elements which occurs during the ***period of insurance*** (but does not include any condition which is also a sickness or disease or any degenerative condition) provided that the injury results solely and independently of any other cause in any of the events specified in the table of events below within 12 calendar months from the date of such accident.

income means the average weekly gross income net of business expenses earned by a ***volunteer*** in their usual occupation through personal exertion during the twelve (12) months immediately preceding the ***bodily injury***, but does not include bonuses, commission, overtime payments and any allowances. Where a ***volunteer*** has elected to salary sacrifice his/her income, weekly gross income means the total value of the salary package.

initial period excluded means the period of time shown in the ***certificate of insurance*** during which time benefits are not payable.

limb means an arm at or above the wrist or a leg at or above the ankle whether in the singular or plural.

medical practitioner means a person who is recognised by the laws of the jurisdiction in which treatment is received by the ***volunteer*** as qualified to treat the ***bodily injury*** and who is not a relative of the ***volunteer***.

partial disablement means disablement that prevents the ***volunteer*** from substantially attending to the ***volunteer's*** usual occupation as certified by a legally qualified ***medical practitioner***.

permanent in this section means ***total disablement or partial disablement***, lasting in ***excess*** of 12 calendar months and at the end of that period being considered likely to continue for an indefinite period as certified by a legally qualified ***medical practitioner***.

total disablement means disablement that entirely prevents the ***volunteer*** from carrying out all the normal duties of the ***volunteer's*** usual occupation as certified by a ***medical practitioner***.

What is covered

If during the ***period of insurance*** and while performing voluntary work for ***you***, a ***volunteer*** suffers ***bodily injury***, ***we*** will pay the ***volunteer***:

- the corresponding compensation set out in the ***certificate of insurance*** and table of benefits below for death or ***total disablement*** or ***partial disablement***, provided that the death or disablement occurs within twelve months of the date of the accident resulting in the ***bodily injury***;
- weekly ***bodily injury*** benefits as set out in and up to the maximum period shown in the ***certificate of insurance***.

The ***volunteer*** or his/her legal representative must supply ***us*** with appropriate supporting medical information from a ***medical practitioner*** in relation to any claim made under this section.

What is not covered

In addition to the 'General exclusions applicable to all sections of the policy' shown on pages 15 to 16, ***we*** will not pay for any claim directly or indirectly arising from or connected with:

1. death or ***bodily injury*** sustained or suffered by a ***volunteer*** who has not attained the age of fifteen (15) years or who exceeds seventy five (75) years of age, unless otherwise agreed by ***us*** and shown in the ***certificate of insurance***;
2. death or ***bodily injury*** to a ***volunteer*** caused by acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV) and/or any of their mutant derivatives or variations that was diagnosed before the beginning of the ***period of insurance***;
3. a ***volunteer***.

Extensions

(applicable to this section in addition to „What is covered“ above)

Exposure and disappearance

We will also pay the benefit shown in the table of benefits if as a result of such **bodily injury** the **volunteer** is exposed to the elements and as a result of that exposure within 12 months suffers an event set out in the table of events.

The death benefit amount set out in the table of benefits will become payable, subject to a signed undertaking by the beneficiary that, if the **volunteer** is subsequently found alive, such death benefit amount shall be refunded to **us**.

Other expenses

We will also pay:

- out of pocket expenses necessarily incurred solely and directly from **bodily injury** sustained and not recoverable from any other source, but excluding hospital and/or medical costs where legislation prohibits in Australia the refund of such fees or costs;
- the cost of domestic help where disablement necessitating expenditure for the employment of domestic help is certified by a **medical practitioner** that such help is essential owing to the nature of the **bodily injury**.

The maximum amount **we** will pay for each of these extensions is an amount equal to the benefit shown against event 16 in the table of benefits or the actual expenditure, whichever is the lesser.

- being affected or influenced in any way by intoxicating liquor or drugs;
 - being addicted to intoxicating liquor or a drug;
 - taking part in a riot or civil commotion;
 - taking part in naval, military or air force service or operations;
 - acting maliciously;
 - participating in or training for any professional sport, or racing, or training for racing or trialling in or on any motor powered conveyance;
 - engaging in football, underwater activities, mountaineering, skiing, hunting, polo, snow or ice sports, parachute jumping, sky diving or hang gliding;
 - riding or driving in any kind of race;
 - exposing him or herself to needless peril;
 - travelling in any unlicensed **aircraft** or flying or engaging in any other aerial activity as part of an **aircraft's** crew
4. death or **bodily injury** sustained by a **volunteer** whilst:
- engaged in demolition or construction work (including erection of additions or alterations to buildings);
 - using power equipment, unless it is proven by **you** that such **volunteer** had the necessary skills for and experience to be involved in such activity;
5. any type of hernia suffered by a **volunteer**, however caused;
6. suicide, attempted suicide or any deliberately self-inflicted **bodily injury** ;
7. any illegal or criminal act committed by a **volunteer**;
8. pregnancy, childbirth, miscarriage or the complications of these conditions;
9. any condition existing prior to commencement of this section of the **policy**, or any aggravation of any such condition or degenerative condition unless such condition has been accepted by **us**, and any extra premium applied by **us** is paid by **you**;
10. death or **bodily injury** which would not have occurred but for the presence of **asbestos**.

Further, no compensation is payable under this section 10 unless the event occurs within twelve calendar months of the date of the accident which caused the event.

Table of events		Table of benefits	Special provisions applicable to the Table of benefits
<i>bodily injury</i> resulting solely and directly and independently of any other cause in:		Benefit payable as a percentage of the sum shown in the <i>certificate of insurance</i>	
1	Death	100%	<p>In relation to the table of benefits:</p> <ol style="list-style-type: none"> for events 1 to 14, the amount payable is the percentage of the capital sum insured shown in the <i>certificate of insurance</i> against the events provided that: <ul style="list-style-type: none"> the aggregate total of all payments under events 1 to 14 inclusive will not exceed 100% of the capital sum insured stated in the <i>certificate of insurance</i> in any one <i>period of insurance</i>; any compensation paid or payable for events 1 to 14 will be reduced by any sum paid or payable for events 15 or 16 in respect of the same <i>bodily injury</i>; for events 15 and 16, we will pay in accordance with the table of benefits provided that: <ul style="list-style-type: none"> we will only pay the higher of the benefit for events 15 and 16 if events 15 and 16 happen to a <i>volunteer</i> in respect of the same <i>bodily injury</i>; we will not make payment for longer in aggregate than the maximum period shown in the <i>certificate of insurance</i>; we will not pay for any injured <i>volunteer</i> who is not engaged in employment, a profession or paid occupation or who as a result of his/her <i>bodily injury</i> does not suffer a loss of <i>income</i>; after the occurrence of any one of events 2 to 7 for any one <i>volunteer</i>, we will have no further liability under this section in respect of that <i>volunteer</i>; if, as a result of <i>bodily injury</i>, compensation has been paid under this table of benefits and the <i>volunteer</i> suffers a recurrence of <i>total disablement</i> or <i>partial disablement</i> while this section of the <i>policy</i> is in force as a result of the
2	Permanent total disablement	100%	
3	Permanent and incurable paralysis of all <i>limbs</i>	100%	
4	Permanent total loss of sight of both eyes	100%	
5	Permanent total loss of use of two <i>limbs</i>	100%	
6	Permanent and incurable major brain damage	100%	
7	Permanent total loss of hearing in both ears	100%	
8	Permanent total loss of use of four fingers and thumb of either hand	75%	
9	Permanent total loss of use of four fingers of either hand	50%	
10	Permanent total loss of sight of one eye	50%	
11	Permanent total loss of use of one <i>limb</i>	50%	
12	Permanent total loss of hearing in one ear	25%	
13	Permanent disfigurement from burns to more than 50% of the surface area of the head and neck	30%	
14	Permanent disfigurement from	20%	

	burns to more than 50% of the surface area of the remainder of the body other than head and neck		<p>same or a related cause or causes, this subsequent period of total disablement or partial disablement will be deemed to be a continuation of the prior period. However, if between such periods the volunteer has performed the normal duties of his/her usual occupation on a full-time basis for at least six consecutive months, any subsequent period of total disablement or partial disablement will be deemed to be the result of a new bodily injury and subject to a new initial period excluded;</p> <p>5. any benefits payable under this section will be reduced by the amount of compensation the volunteer receives or is entitled to receive in respect of the bodily injury under workers or transport accident compensation legislation, or other legislative schemes or established funds;</p> <p>6. our total liability for any one accident shall not exceed the amount of the maximum benefit shown in the table of benefits or the maximum weekly benefit entitlement as shown in the certificate of insurance, whichever is the greater;</p> <p>7. our total liability in respect of all claims made under this section during any one period of insurance shall not exceed the aggregate limit shown in the certificate of insurance.</p>
15	Temporary total disablement	100% of the weekly benefit or average weekly income , whichever is the lesser, up to the maximum number of weeks shown in the certificate of insurance .	
16	Temporary partial disablement	25% of the weekly benefit or 25% of the average weekly income whichever is the lesser, up to the maximum numbers of weeks shown in the certificate of insurance	

Initial period excluded

We will not pay any benefit for the **initial period excluded** shown in the **certificate of insurance** for events 15 or 16.

CERTIFICATE OF CURRENCY

Date: 31/07/17

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**NSW INDEPENDENT INSURANCE BROKERS
1A ST GEORGES CRES
FAULCONBRIDGE
NSW 2776**

**Your local office is:
Level 20, 44 Market Street
Sydney
New South Wales 2000**

**Local call 1300 650 540
Phone 1300 650 540**

Email insure@ansvar.com.au

Insured Name

EARTH RECOVERY AUSTRALIA LTD

Policy Number

02.400.0582706

Type of Policy

Community Service Organisation

Period of Insurance

19/07/17 to 19/07/18 at L.S.T 4:00pm

Policy Status

Active Policy (Current)

This document shows your policy details as at the date printed. Should you have any queries, please contact our office. Thank you for your continued coverage with Ansvar.

Please read the important warning and information overleaf regarding your Duty of Disclosure.

The Contract of Insurance consists of this Certificate and Company's Policy – to be read as one document

PAYMENT METHODS



By Mail: Please detach and return this portion with your Cheque and mail to :

**Ansvar Insurance Limited
GPO Box 1655N
Melbourne VIC 3001**



Billers Code : 51656

Ref. No: 0240005827060

Call your participating financial institution to make this payment from your cheque, savings, Mastercard or Visa account.



By Credit Card : To pay by MasterCard or Visa phone **1300 885 175**, or go to www.ansvar.com.au to pay over the internet. Quote Company Number **205195**, and Reference Number **0240005827060**

(Please note that this service is for bill payments only, and any policy changes should be referred to your local branch.)

By Monthly Instalments :

If you wish to pay by monthly instalments, please contact your local office to arrange for a Direct Debit Request to be sent to you.

EARTH RECOVERY AUSTRALIA LTD
02.400.0582706 0400217 RN 02 0021179 NID

Please see over for details of your Insurance Policy



Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Non-Disclosure

If you fail to comply with your duty of disclosure, Ansvar may be entitled to reduce liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, Ansvar may also have the option of avoiding the contract from its beginning

Your policy cover is based on the following information you have provided to Ansvar. It is important to review this information carefully and complete the attached Declaration and/or Asset Schedule to advise us if any of the following details have changed.

If you accept this invitation without completing the attached Declaration you confirm to Ansvar your situation has not changed. Ansvar reserves the right to adjust cover on policies where we have not been advised of changed situations.

Conditions applicable to policies paid by monthly instalments

You may pay your premium by monthly instalments direct from a financial institution. However, if your first monthly instalment is dishonoured by your financial institution this policy will not operate at all. This means you will not be covered in the event of a claim. You cannot claim under the policy if, at the date of loss, any monthly instalment has remained unpaid for 14 days or more.

If a monthly instalment remains unpaid for 30 days after its due date, the policy will come to an end without notice to you in accordance with Section 62 of the Insurance Contracts Act 1984.

If you have a total loss or we settle your claim by paying the full sum insured, we shall deduct the instalments for the remaining period of insurance from the settlement amount.

Should the financial institution holding your account return or dishonour a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

If you have a complaint

If you are not satisfied with the service provided by Ansvar Insurance Limited please contact the employee with whom you have had contact to see if he or she can resolve the problem. If you are not satisfied, then we invite you to contact the Claims Manager Australasia or, in their absence, a nominated senior employee of the region managing the claim. If you are not satisfied with the response given by the Claims Manager Australasia, or the nominated senior employee, then put your unresolved complaint in a letter and address it to:

The Secretary
Internal Disputes Resolution Committee
Ansvar Insurance Limited
GPO Box 1655N, Melbourne, VIC 3001.

You can also telephone the Secretary with your complaint on 03-8630-3100, fax it on 03-9614-2740 or choose to email your complaint to the Secretary at insure@ansvar.com.au. Full details of our dispute resolution process can be found in the PDS.

If you are still not satisfied with the outcome of our IDR Committee you may refer the matter to the Financial Ombudsman Service by calling 1300 78 08 08 or visiting www.fos.org.au

Privacy

The Privacy Act sets out how we are to collect, use, disclose and protect your personal information. It also describes the circumstances for you to access and, if necessary, correct your personal information. You may access your personal information by contacting any of our offices.

General Advice Warning

Ansvar Insurance, or one of our representatives, may give you general advice about this product which does not take into account your personal needs or financial objectives. Before acting on any advice it is important that you read and consider the information provided in the Product Disclosure Statement (PDS) to decide if the product is right for you.

Duty on Insurance Policies

Government charges or duties may apply to this insurance policy. Ansvar is responsible for paying any duty applied to an insurance policy, to the relevant State Revenue Office. Where a duty is payable on the premium, you are required to pay Ansvar the duty together with the premium payable on the insurance policy.

Should you or your organisation have a current exemption from paying such charges or duties you must provide formal evidence of that current exemption to Ansvar together with the premium payable.

Policy Notes

Additional Comments:

Account Executive: George Hunter

COVERAGE SUMMARY

=====

BUSINESS DESCRIPTION

Your operations are described as:

Your operations are described as: Not for profit community
charity organisation operating the following: 1) "Blue Mountains
soul Kitchen" - community kitchen that cooks and feeds
disadvantaged people. 2) Food Rescue - rescue excess food from
local businesses and re-distribute to the community via
charities, churches, community groups. Food is also used in the
community kitchen. 3) Computer Rescue - pick up unwanted
computers, fix them up and donate to those in need.
4) Environmental educational guided walks.

Excluding any events/festivals held at premises other than your
own where more than 500 attendees are expected unless
specifically agreed by endorsement detailed within this document
Some activities are excluded as per policy wording.

POLICY WORDING:

Ansvar Insurance Community Service Organisations Insurance
Policy Wording COMSERVPOL 0416 Version 2.0



Location of Risk: 49 SAYERS ST
LAWSON
NSW 2783

Type of Risk : 80 – General Public & Products Liability

Type of Cover	Broadform Liability	
	Sum Insured	Excess
Public Liability	\$10,000,000	\$500
Products Liability	\$10,000,000	\$500
Property in Care/Custody/Control limited to	\$100,000	
Molestation/Sexual Abuse limited to	Not Insured	
Annual Turnover	200,000	

Additional Comments:

The Operations (activities/services) covered by this policy are:

BUSINESS DESCRIPTION

Your operations are described as:

Your operations are described as: Not for profit community charity organisation operating the following: 1) "Blue Mountains soul Kitchen" - community kitchen that cooks and feeds disadvantaged people. 2) Food Rescue - rescue excess food from local businesses and re-distribute to the community via computers, fix them up and donate to those in need. 4) Environmental educational guided walks.

Excluding any events/festivals held at premises other than your own where more than 500 attendees are expected unless specifically agreed by endorsement detailed within this document. Some activities are excluded as per policy wording.

SPECIAL TERMS & CONDITIONS

Cover under this policy is subject to the following conditions:-

1. All persons handling food to have the appropriate food handling certification/qualification.
2. Adherence to Insured's guidelines, checklists and practices on food handling, food rescue and food donation as per documentation attached.

CLAIMS FOR PERSONAL INJURY TO LABOUR HIRE AND/OR SUBCONTRACTORS EXCESS ENDORSEMENT

It is hereby agreed and declared that any claims for personal Injury to labour hire personnel, subcontractors or contractors who are performing services on behalf of the Insured will be subject to an excess of \$5,000 each and every claim.

CLAIMS FOR PERSONAL INJURY TO VOLUNTEERS EXCESS ENDORSEMENT

It is hereby agreed and declared that any claims for personal Injury to volunteers will be subject to an excess of \$1,250 each and every claim unless the Insured has an Voluntary Workers Personal Accident Policy with Ansvär Insurance Limited in which case the standard policy excess will apply.

SECOND-HAND ELECTRICAL GOODS - PRODUCTS LIABILITY EXCLUSION
We will not cover any claims directly or indirectly arising out of or in connection with your products if they are:
Second-hand electrical goods unless appropriately tested and tagged.
In all other respects the policy remains unaltered.

SEXUAL ABUSE EXCLUSION:
This Policy does not cover any claim arising from:

Any actual or alleged Sexual Behaviour, (as defined below), committed, attempted, or allegedly committed or attempted, by an Insured Person.

Sexual Behaviour means any attempted or committed verbal or non-verbal act, communication, contact or other conduct or similar conduct of sexual discrimination, intimidation, molestation, harassment, abuse or lewdness.

Type of Risk : 91 – Voluntary Workers Personal Accident

Insured Person	VOLUNTARY WORKERS	
Type of Cover	Voluntary Workers	
Details	Capital Benefits	\$100,000
	Weekly Bodily Injury Benefits	\$500
	Out of Pocket Expenses	\$25
	Cost of Domestic Help	\$25
	Policy Aggregate Limit per Person	\$250,000
	Policy Aggregate Limit	\$2,000,000
Number of Weeks covered:	104 weeks	
Initial Period Excluded:	7 days	

Additional Comments:

It is hereby agreed that effective from 01/05/2012 or inception of this policy, whichever occurs first, the Exclusion No. 1 listed under the heading "What is not covered" under any section of this policy that is covering Personal Accident insurance is deleted in its entirety.

It is further hereby agreed that effective from 01/05/2012 or inception of this policy, whichever occurs first, the following additional condition applies to this policy:

It is a condition of this policy that all volunteers are assessed for their ability to undertake the required work and that volunteers not be requested to perform activities that are clearly beyond their experience and ability.

VOLUNTARY WORKERS EXTENSION



This policy is noted to provide cover to a voluntary worker whilst travelling directly to and from the place where voluntary work is being carried out, subject to the standard policy terms and conditions.