



## JUMPING CASTLES

You may recall the jumping castle incident in Tasmania in 2021 that killed six children and seriously injured others. As a result, jumping castles were banned in Tasmania. Since that time we have seen a steady increase in caution around jumping castles and other types of inflatable devices from insurers. This year, many insurers will no longer insure this. There are a number of jumping castle owners/businesses that can no longer obtain cover themselves and hence ask you as the hirer to use your own public liability cover.

Unfortunately, this stance on these types of activities has now extended to our Scheme. The insurer is no longer willing to cover jumping castles and the like despite lengthy discussions with them and the provision of detailed risk management plans we provide to our constituents. It is important to note that the reinsurer (they insure the insurers) no longer provides the insurer with this cover – so they cannot cover an area where they are not covered themselves.

We understand that many churches and organisations use these on fun days/fairs, etc, as a way to connect with and embrace their communities and we understand that many churches own inflatables themselves and this news will be a great disappointment. However, we need to advise you that the Insurer has excluded cover for this in their liability policy wording, so we need to request that you no longer use/lend/hire out jumping castles in your church/organisation activities. If you do and there is an accident or injury or even death, there is no cover and you will be held personally liable. This personal liability may also extend to the senior pastor/principal/or designated leader (depending on the wording of your Constitution) of your church/organisation and you may face criminal/civil charges.

If you use an external company who has their own liability insurance cover and you still wish to go ahead and hire the castle, we would ask you to contact your local BIS State Manager first. There is no vicarious liability cover also, which means that if an injury or death occurs and a lawyer pursues the church/organisation as well as the third party company, there is no cover for the church. Again, the church or the pastor/principal/designated leader could be sued or face criminal/civil charges.

If you still pursue using a third party for a jumping castle, you would need to:

- Obtain a copy of their Public Liability Certificate of Currency (we recommend it states a limit of indemnity of no less than \$20million)
- Ensure the company takes full responsibility to set-up (including the choosing the most appropriate site/area), pack-up and be onsite to run the activity themselves, taking full control
- Obtain a risk assessment document from the company as well as compiling your own risk assessment – both of which we would recommend sending to BIS to review
- Organise a written agreement between you and the company noting the responsibility of the company - the goal here would be to cover any gaps that a lawyer could find to sue the church/organisation

It is our strong recommendation that jumping castles/inflatables are no longer used by all our constituents. We would also be requesting that for any potentially high risk activities, you check with BIS to ensure there is cover in place.

Below is a link to an article that also outlines the liability challenges in the insurance market:

<https://www.insurancenews.com.au/local/camp-operators-face-crippling-insurance-challenges>