



The Uniting Church in Australia QLD Synod

Finance & Property Services

Risk & Insurance

2013 Insurance Manual for Presbyteries and Congregations

Policy Period:

31 March 2013 to 31 March 2014

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1. Introduction

This manual has been prepared by The Uniting Church in Australia, Queensland Synod, Risk & Insurance office in conjunction with Aon Risk Services Australia Limited who are the insurance broker for The Uniting Church in Australia, Queensland Synod. The purpose of this manual is to provide an outline of general information and procedural details in respect of the insurance program covering The Uniting Church in Australia, Queensland Synod.

We recognise that because of the way insurance policies are written and potential legal ramifications, insurance policies can often be difficult to interpret and in some instance also be daunting. This manual is not intended to take the place of the relevant policy documents, but rather to simplify broader details in respect of the insurance policies put in place to protect the insurable interests of The Uniting Church in Australia, Queensland Synod. In the event of a claim, it will always be determined based upon the finer detail contained within the appropriate policy wording. If you require any further details or have any questions or issues you wish to discuss in respect of our insurance program please contact the Queensland Synod Risk & Insurance office.

1.1. Named Insured & Business Description

Insured: The Uniting Church in Australia Property Trust (Q.) which includes The Uniting Church in Australia Queensland Synod and Associated Bodies whether incorporated or unincorporated and/or affiliated bodies.

Business

Description: Principally religious, charitable, educational, hospital, aged-care, disability and welfare organisations, property owner and any other activity incidental thereto.

Period of

Insurance: From: 4.00 pm on 31st March 2013 Local Standard Time
To: 4.00 pm on 31st March 2014 Local Standard Time



2. Contact Lists

2.1. Risk & Insurance and Aon Risk Services Teams

Please direct all general insurance enquiries to the Queensland Synod Risk & Insurance office in the first instance.

Queensland Synod Risk & Insurance Office	AON Risk Services Australia Limited Insurance Broker to The United Church in Australia, Queensland Synod
<ul style="list-style-type: none"> • David Munro, <i>Risk & Insurance Manager</i> • Jason Grimsey, <i>Senior Insurance Adviser</i> • Robert Hughes, <i>Senior Claims Specialist</i> • Peter Rose, <i>Senior Risk Consultant</i> • Carrie Maule, <i>Insurance Officer</i> <p>Street Address: 60 Bayliss Street AUCHENFLOWER QLD 4066</p> <p>Postal Address: GPO Box 674 BRISBANE QLD 4001</p> <p>Phone: 07 3377 9725 Fax: 07 3377 9716 E-mail: insurance@ucaql.com.au</p>	<ul style="list-style-type: none"> • Robert Piunti • Michael Hambleton • Aimee Caldwell <p>Street Address: Level 2, 175 Eagle Street BRISBANE QLD 4000</p> <p>Postal Address: GPO Box 65 BRISBANE QLD 4001</p> <p>Phone: 07 3223 7400 Fax: 07 3223 7509</p>

2.2. General Insurance Enquiries

(Excluding Claim Notification and Enquiries)

Contact	Phone No.
Qld Synod - Risk & Insurance Jason Grimsey, Peter Rose, David Munro or Carrie Maule	Phone: 07 3377 9942 Phone: 07 3377 9725 Fax: 07 3377 9716
Aon Risk Services Australia Limited Michael Hambleton, or Aimee Caldwell	Phone: 07 3223 7554 Phone: 07 3223 7408 Fax: 07 3223 7509



2.3. Claim Notification and Enquiries

Claim Type	Contact	Phone No.
<ul style="list-style-type: none">• Motor Vehicle Claims	Vero Insurance	Toll Free: 1800 222 043 Phone: 07 3135 3356 Fax: 07 3031 2315
<ul style="list-style-type: none">• Property Damage• Public Liability• Professional Indemnity• Medical Malpractice• D&O Liability• Employment Practices Liability	Qld Synod - Risk & Insurance Robert Hughes	Phone: 07 3377 9941 Phone: 07 3377 9725 Fax: 07 3377 9716
<ul style="list-style-type: none">• Construction Risk• Marine Transit• Marine Hull• Corporate Travel• Volunteer & Non-PAYE Workers' Personal Accident	Aon Risk Services Australia Limited Michael Hambleton, or Aimee Caldwell	Phone: 07 3223 7554 Phone: 07 3223 7408 Fax: 07 3223 7509



3. Policy Information

3.1. Industrial Special Risks Insurance (*Property & Consequential Loss*)

Insurers: Vero Insurance Ltd (65%); AIG Australia (20%) & Ace Insurance Ltd (15%)

3.1.1. Policy Summary

Section 1 - Material Damage: All real and personal property (except as excluded) belonging to the insured or for which the insured is responsible or has assumed responsibility prior to the occurrence of any loss or destruction or damage. Property Insured includes all such property acquired after the commencement of the Period of Insurance.

Section 2 - Consequential Loss: Consequential Loss is designed to cover costs Incurred following material loss or damage to property covered under Section 1 Material Damage, in order to enable operations to continue, e.g. hire of alternate premises.

In addition to the above, coverage also includes total loss of revenue insurance following material loss or damage to property.

Congregations and Agencies could be faced with a drop in attendance resulting in reduced income, but costs continue, e.g. salaries, loan repayments, rates etc. This cover will indemnify the Congregations and Agencies for such loss of income for up to 24 months (or unless otherwise specified).

Agencies are faced with greater potential for loss of income following disruption to their operations and will likewise be indemnified for such loss until their operations are back to normal for a maximum period of 24 months.

The full operation of loss of revenue insurance including claims calculations are too complex to detail in this manual, but the above will serve as a brief summary of the intent of the cover.

Insured Premises: Anywhere in Australia where the Insured has property or carries on business, has goods or other property stored or being processed or has work done, including contract sites.

Policy Extensions (Summary Only):

- Flood.
- Co-insurance (*Average Clause*) is deleted.
- Architects' and Engineers' Fees are included.
- Removal of debris is included.
- Cost of rewriting records is included.
- Fire extinguishment costs are included.
- Costs of temporary protection following loss are included.
- Professional fees for preparation of claims are included.



- The interests of any other parties, such as Lessors, Mortgagees or Owners are covered.
- Cost of replacing locks, keys and combinations as a result of theft is included.
- Costs incurred in expediting repairs and/or reinstatements are covered.
- Temporary accommodation expenses following damage to residential premises.

**Policy
Exclusions
(Summary
Only):**

- Money:
 - whilst being carried by professional carriers.
 - in an unlocked, unattended vehicle.
 - stolen by means of an unsecured key or combination outside business hours,
 - not discovered within 15 working days of the loss occurring.
 - (N.B. It would be preferable for safe keys or combination details to be removed from the premises when unoccupied, but if this is not practicable the keys or combination **MUST** be secured separately in a locked drawer or cupboard – **avoid filing cabinets.**)
- Registered motor vehicles, trailers, watercraft, or aircraft.
- Livestock, animals, birds or fish, standing timber, growing crops and pastures, plus land.
- Property undergoing construction, alteration or addition where the value of work exceeds **\$500,000**.
- Empty premises undergoing demolition.
- War and Terrorism like perils.
- Nuclear fission.
- Loss or damage arising out of the direct application of heat, but this exclusion does not apply to resultant damage to other property.
- Spontaneous combustion.
- Data processing or media failure or breakdown or malfunction of the processing system including operator error or omission.
- Erosion, subsidence, earth movement or collapse, action of the sea, plus normal settling, seepage, shrinkage or expansion in buildings or other structural improvements.
- Moths, termites, vermin, rust oxidation, mildew, mould, contamination, pollution, rotting, corrosion, change of colour or flavour, inherent vice or latent defect.
- Wear and tear, fading, scratching, marring, gradual deterioration.
- Error in design, plan or specification.
- Faulty workmanship or materials.
- Extortion or any attempt thereat.



3.1.2. Terms and General Explanations

This manual includes terms which are peculiar to insurance. Detailed below for your guidance are explanations as to some of the terms used.

3.1.2.1. Section 1 - Material Damage

This section covers all owned property or property for which you are legally responsible which has been declared to our insurer(s). The policy is based on **Reinstatement Value conditions which means** the cost necessary to replace, repair or rebuild the Property Insured to a condition substantially the same as but not better or more extensive than its condition when new. It is therefore extremely important that the "Reinstatement Value" of all property is declared and not the current depreciated value. We cannot expect insurers to pay claims on new values while we are paying premiums based on old values. The following points should also be noted:

Other People's Property:

The policy covers such property for which you are **legally** responsible or for which you have assumed responsibility to insure **prior** to the loss or damage.

Consequently, Personal Property used or left on premises is **not** covered under this policy unless you could be held legally liable which in most circumstances would be highly unlikely.

However, there may be situations where you believe you have a moral obligation to cover other people's property e.g. musical or electronic equipment on loan, and in these circumstances the owner/s should be informed accordingly (preferably in writing) and the replacement value of the property included as an item on your policy.

Employee's Property:

Personal property of employees on insured premises or on authorised activities is covered under the policy up to a limit of \$10,000 for any one employee. It is the responsibility of employees including clergy to insure their own belongings under their private Contents Insurance policy. However, if for some reason, their insurer will not include these items under the policy, this policy provides a "safety net" cover. If this limit is likely to be exceeded and employees have to rely on the church policy to indemnify them, special provisions need to be made and the sum insured increased accordingly.

Acquired Companies & New Property Acquisitions

Cover is automatically provided for the acquisition of any company or insurable property and revenue with a value of up to \$2,000,000 during the policy year. Insurable property this means any Buildings, Contents, Equipment, Plant or Machinery. This does not include any Land value.

Please inform the Synod Risk & Insurance team of any acquisitions company or property that exceeds \$2 Million prior to ownership or responsible being passed to your congregation or agency to enable Insurance to be arranged.



3.1.2.2. Section 2 - Consequential Loss

This section covers loss of Gross Profit / Gross Revenue / Gross Rentals (*as defined and declared*) and/or increase in cost of working resulting from loss, destruction or damage caused by an Insured Peril under Section 1 – Material Damage.

Gross Profit means the amount by which the sum of the Turnover and the amount of the closing stock and work in progress shall exceed the sum of the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses as set out in the policy.

Gross Revenue means the money paid or payable to the Insured (Congregation or Agency) for services rendered (and goods sold, if any) in the course of the Business at the Premises. Gross Revenue includes any financial incentives or concessions paid by Governments.

Indemnity Period means the period beginning with the occurrence of the Damage and ending not later than the 24 months thereafter during which the results of the Business shall have been affected in consequence of insured damage.

3.1.3. Limits of Liability

Any one loss or series of losses at any one Situation arising out of any one original source or cause subject to any Sub-Limit(s) of Liability specified elsewhere in the policy

Combined Section 1 & Section 2

All Locations	\$60,000,000
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Subject to following Sub Limits

Section 1 - Property Damage

Extra Cost of Reinstatement	\$10,000,000
Additional Extra Cost of Reinstatement	\$250,000
	\$250,000
Boarding Students' property (other than money)	Any one loss
	\$5,000 Any one student
Burglary/Theft (other than Money or Property in Transit)	\$1,000,000
Jewellery, furs, bullion, precious metals and precious stones	\$20,000
Money In Transit	\$75,000
Money on Premises 24 hours	\$75,000
Loss of Land Value	\$1,000,000
Cost of demolition and Removal of Debris	\$10,000,000
Specified damage as defined the Policy	\$1,000,000
Customs, excise and other duties	\$250,000
Liability to make Enquiries	\$250,000
Expediting Expenses	\$500,000
Taking Inventory	\$250,000
Directors', Officers' & Employees' personal effects	\$10,000 (any one person)
Property of Welfare, Sport and Social Clubs	\$20,000



	(any one club)
Residents & Patients property (excluding money) not otherwise insured	\$5,000 any one resident or patient \$250,000 Any one loss
Landscaping	\$100,000
Cost of Clearing Drains	\$500,000
Temporary Accommodation	\$500,000
Theft Of Property In the Open Air	\$20,000

Section 2 Consequential Loss

Item No 10.5 (Additional Increased Cost of Working)	\$5,000,000
Item No 10.6 (Claims Preparation Cost)	\$500,000
Suppliers and Customers - Worldwide	\$250,000
Interest on Residents Accommodation Bonds	\$250,000
Public Utilities	\$10,000,000
Prevention of Access	\$10,000,000
Infectious Diseases, Vermin, pests or defective sanitary arrangements, food or drink poisoning, murder & suicide, resulting from closure by a public authority	\$10,000,000 any one loss / \$20,000,000 in the annual aggregate

**Section 1 & 2 - Property Damage & Consequential Loss
combined**

Flood	\$15,000,000 any one event / \$50,000,000 in the annual aggregate
Acquired Companies	\$1,000,000
New Property Acquisitions	\$1,000,000

3.1.4. Excesses

Section 1 - Property Damage

Accidental Loss and Damage	\$	500
All other insured Perils	\$	300

Section 2 - Consequential Loss

Public Utilities	48 hours
Infectious Diseases	48 hours



3.2. Machinery and Electronic Breakdown Coverage

Insurer: Discretionary Fund managed by the Queensland Synod, Risk & Insurance office with each incident assessed on its own merits.

Coverage Summary:

Section 1 -

Material

Damage:

Covers the sudden and unforeseen breakdown of all fixed plant including boilers and pressure vessels; computers; electronic equipment and major switchboards of the property which are responsible by the Insured, and in used within the precincts of the situations. This cover includes electric motors for fusion cover and resultant damage for deterioration of refrigerated goods.

Section 2 -

Consequential

Loss:

Consequential Loss is designed to cover costs Incurred following material loss or damage to property to enable operations to continue, e.g. hire of alternate premises.

In addition to the above, coverage also includes total loss of revenue insurance following material loss or damage to property.

Geographical

Limit:

Anywhere in Australia where the Insured has property or carries on business, has goods or other property stored or being processed or has work done, including contract sites.

Coverage

Exclusions:

- Fair wear, tear and gradual deterioration.
- Sudden and unforeseen breakdown caused by moths, termites, vermin, rust oxidation, mildew, mould, contamination, pollution, rotting, corrosion, inherent vice or latent defect.
- Error in design, plan or specification.
- Faulty workmanship or materials.
- Internet or Software virus and like perils.

Limits of Liability:

Section 1 - Property Damage

Machinery and Plant of every description including fusion of electrical motors	\$	250,000
Electronic equipment of every description including major switchboards	\$	250,000
Expediting expenses	\$	100,000
Deterioration of foodstuffs as a result of fusion	\$	5,000
Deterioration of foodstuffs from any other peril	\$	5,000

Section 2 - Consequential Loss

Additional Increased Cost of Working	\$	1,000,000
Claims Preparation Costs	\$	50,000
Data Restoration	\$	50,000

Combined Section 1 & 2

Limit of Liability	\$	500,000
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Excess: \$300 each and every claim.



3.3. Comprehensive Crime Insurance

Insurers: Chubb Insurance Company of Australia Limited

Policy Summary:

Comprehensive Crime Insurance covers the loss money, securities and other property, the Insured's own or for which they are liable sustained as a result of any Act or Acts of fraud or dishonesty committed by any employee acting alone or in collusion with others during the period of insurance .

Geographical Limit:

Anywhere in Australia.

Policy Benefits:

Employee Theft: Losses of money, securities and other property cause by theft or forgery by an employee.

Premises coverage: Losses sustained due to the destruction, disappearance or abstraction of money and securities within or from the Insured's premises by third parties.

In Transit coverage: Losses sustained due to the destruction, disappearance or abstraction of money and securities outside the Insured's premises by a third party, while being conveyed by the insured or any authorised person.

Forgery coverage: Losses resulting from instruments which have been fraudulently drawn upon the company's accounts by a third party.

Computer Fraud coverage: Losses resulting from the unlawful taking or fraudulently induced transfer of money, securities or property through the use by a third party of a computer network and facilities either owned and operated or leased and operated by an Insured .

Funds Transfer Fraud coverage: Losses sustained by an Insured resulting from fraudulent instructions issued to a financial institution by a third party directing them to transfer or pay or deliver money or securities from the Insured's bank account without the Insured's knowledge and consent.

Counterfeit Currency Fraud coverage: Losses sustained by the Insured where the insured accepts in good faith and in the ordinary course of business either counterfeit currency or a postal or money order supposedly issued by the post office but not paid upon presentation.

Credit Card Fraud coverage: Losses sustained by an Insured resulting from the forgery or alteration of any written instruction by a third party, required in connection with any credit card issued to an Insured to any employee or partner of an Insured that is a partnership.

Client coverage: Losses sustained by a client resulting from theft fraud or dishonesty by an employee not in collusion with the client's directors or employees.

Expense coverage: covers investigative costs or computer violation expenses incurred in establishing the existence and amount of any direct loss in excess of the

Crisis Costs Expense coverage: covers the services of a public relations firm to advise the Insured with respect to the management of any public communication concerning the Insured's business due to the public disclosure of any actual or imminent direct loss covered by the policy.



Policy Exclusions (Summary Only):

FAILURE TO SEGREGATE DUTIES EXCLUSION

Loss based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the following:

- (a) **Employees** preparing cheque requisitions also having authority to sign cheques;
- (b) Any cheques that are not countersigned;
- (c) Any instructions to the **Insured's** bank, by whatever means, authorising the transfer, payment or delivery of funds in the **Insured's** account, whether to another of the **Insured's** accounts or to the account of a party other than the **Insured**, that are not authorised by two or more **Employees** with the authority to do so other than any **Employee** initiating the transfer, payment or delivery request;
- (d) **Employees** who reconcile bank statements also making deposits, or having access to cheque signing machines or signature plates or having authority to sign cheques; or
- (e) an **Employee** performing solely any two or more of such of the following duties as are listed consecutively below:
 - (1) ordering
 - (2) receiving
 - (3) recording; and
 - (4) stocktaking
 of any stock, equipment or other inventory, whether or not such acts or omissions caused or contributed to such loss.

PATIENT'S PROPERTY EXCLUSION

Loss of or damage to **Money, Securities** or **Property** belonging to patients other than for **Money, Securities** or **Property** which is in the care, custody or control of the **Insured**, on the **Premises** provided that prior to the occurrence of such loss an **Employee** has examined such **Money, Securities** or **Property** and made or verified a record thereof and retained a copy of such records, which shall, in either case, contain the description of such **Money, Securities** or **Property**.

Limits of Liability:

Employee Theft Coverage	\$	10,000,000
Premises Coverage	\$	10,000,000
In Transit Coverage	\$	10,000,000
Forgery Coverage	\$	10,000,000
Computer Fraud Coverage	\$	10,000,000
Funds Transfer Coverage	\$	10,000,000
Counterfeit Currency Coverage	\$	10,000,000
Credit Card Fraud Coverage	\$	10,000,000
Identity Fraud Coverage	\$	10,000,000
Client Coverage	\$	10,000,000
Expenses Coverage	\$	250,000
Crisis Expenses Coverage	\$	250,000

Excess: \$25,000 each and every claim.



3.4. Motor Vehicle Fleet Insurance

Insurer: Vero Insurance Ltd

Policy

Summary: Motor Vehicle Fleet Insurance covers the loss or damage (except as excluded) to the Insured's motor vehicle, including the legal liability arising out of the use of the motor vehicle.

Geographical

Limit: Anywhere in the Commonwealth of Australia.

Policy

- Extensions:**
- The reasonable cost of reinstating artwork or sign writing on the vehicle.
 - The reasonable costs of protection and removal of your vehicle to the nearest repairer, place of safety or any other location agreed by the Insurer.
 - Hire Costs only in the Event of the Theft of the Vehicle up to 30 days.
 - The cost of repairing or replacing personal effects in the vehicle, if such items are not insured under another policy.

Policy

- Exclusions**
- Loss or damage caused by wear and tear, corrosion, rusting or depreciation.
 - Loss that occurs because you cannot use your vehicle.
 - Tyre damage caused by punctures, bursts, road cuts or applying brakes.
 - Whilst used in an unsafe, unroadworthy or damaged condition.
 - Whilst person in charge of vehicle is under influence of illegal substance or intoxicating liquor in excess of that permitted by law.

Limits of Liability:

Section 1: Damage to Vehicle

Limit of Indemnity – Market Value	\$	Market Value
New Vehicles during the insurance period	\$	100,000
<i>* Any vehicle with Market Value over \$100,000 must be disclosed to Qld Synod – Risk & Insurance prior to taking delivery of the vehicle.</i>		

Emergency Travel	\$	2,250
Employee Personal Effects	\$	1,000

Section 2: Damage to Vehicle

Liability Property Damage	\$	30,000,000
Liability arising from Hazardous Goods	\$	1,000,000

Excess: \$1,000 each and every claim (including windscreens)
Faultless excess: in some circumstances you will not have to pay an excess where you were not at fault.



3.5. Personal Accident for Voluntary Workers and Non-PAYE Workers Insurance

Insurer: Ace Insurance Ltd

Policy Summary: Covers personal bodily injury caused by accident in respect of Voluntary Workers of Non-Payee Workers whilst actually engaged in any church, welfare or other unpaid work on behalf of, officially organised by and under the control of the Uniting Church in Australia, Queensland Synod, and its associated bodies (the "Church"). Cover includes injuries whilst actually engaged in voluntary work during necessary direct travel to and from such voluntary work or arising out of or during a Journey undertaken on the behalf of the church.

Insured Person(s)/ Categories:

- 1: Voluntary Workers of the Insured – A Volunteer Worker includes any one performing for or on behalf of the insured for no personal payment, fee or service. This includes community service as part of a corrections order.
- 2: Non-Payee Workers of the Insured – Non-Payee Workers may include any one not deemed to be a paid Employee but who may receive some form of honorarium.

Age Limit: 7 to 95 years of age

AGE LIMIT EXTENSION

There is no cover under this Policy with respect to any Covered Person who is aged ninety five (95) years or more and all cover with respect to a Covered Person shall cease upon their attaining that age. This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of ninety five (95) years.

There is no cover under this Policy for Event 2 - Permanent Total Disablement with respect to any Covered Person aged between seventy-five (75) and ninety five (95) years of age.

Covered Persons aged under 15 years - Funeral Expenses, Non Medicare Medical Expenses, Emergency Home Help and Student Tutorial Expenses to apply only.

Covered Persons aged over 80 years - Funeral Expenses, Non Medicare Medical Expenses, Emergency Home Help, Student Tutorial Expenses and Home/Car Renovation expenses to apply only.

EMERGENCY HOME HELP

If during the Period of Insurance and whilst the person is a Covered Person and engaging in voluntary work on behalf of the Policyholder, a Covered Person who is retired, unemployed or not in receipt of a Salary suffers from Event 25 and/or 26 described in Part B of the Table of Events and is unable to carry out Domestic Duties, the insurer will pay for the cost of reasonably and necessarily incurred Domestic Duties expenses as a result of that Bodily Injury up to the \$200 per week payable from the 8th day of treatment by a Doctor for a maximum of 104 weeks.



Schedule of Benefits

Sum Insured each Covered Person

All limits are in the same currency as the premium and taxes displayed

Personal Accident & Sickness Cover

Category	Table of Events	Part A - Lump Sum Benefits
1,2	Event 1 - Accidental Death	250,000
	Events 2-19	250,000

Category	Part B - Bodily Injury Resulting in Surgery - Benefits		
1,2	2,000		
Category	Part B - Weekly Benefits - Bodily Injury	% of Salary - Part B	Excess Period (Days) - Part B
1,2	500 x 104 weeks	100.00	7
Category	Part C - Fractured Bones – Lump Sum Benefits	Part D - Loss of Teeth or Dental Procedures – Lump Sum Benefits	Part D – Loss of Teeth or Dental Procedures – Limit per tooth
1,2	5,000	2,000	250

Category	Bed Care	Chauffeur Services	Corporate Image Protection
1,2	Daily Sum Insured: 250 Total number of days: 14	2,500	15,000

Category	Emergency Home Help -	Home/Car Modification Expenses
1,2	Sum Insured Weekly: 200 x 104 weeks Excess (Days): 7	15,000

Category	Non-Medicare Medical Expenses	Student Tutorial Costs -
1,2	Sum Insured: 5,000 Excess: 50	Sum Insured Weekly: 200 x 104 weeks Excess (Days): 7

Category	Tuition or Advice Expenses	Funeral Expenses
1,2	Per month: 750 Maximum number of months: 6	7,500

Aggregate Limit of Liability:

Any one (1) Period of Insurance (A):	1,000,000
Non-scheduled aircraft (B):	120,000

DEFINITIONS UNDER EMERGENCY HOME HELP

Domestic Duties means the usual and ordinary domestic duties undertaken by someone as a homemaker and could include child-minding and home help services.



CONDITIONS APPLYING TO EMERGENCY HOME HELP

1. Childminding and home help services must be carried out by persons other than the Covered Person's Close Relatives or persons permanently living with the Covered Person.
2. Childminding and home help services must be certified by a Doctor as being necessary for the recovery of the Covered Person.

STUDENT TUTORIAL COSTS

If during the Period of Insurance and whilst the person is a Covered Person and engaging in voluntary work on behalf of the Policyholder, a Covered Person who is a student, suffers from Event 25 and/or 26 described in Part B of the Table of Events and is unable to attend registered classes, We will pay the cost of reasonably and necessarily incurred home tutorial services as a result of that Bodily Injury up to \$200 per week for a maximum of 104 weeks.

CONDITIONS APPLYING TO STUDENT TUTORIAL COSTS

1. The Covered Person must be registered as a full time student.
2. Home tutorial services must be carried out by persons other than the Covered Person's Close Relatives or persons permanently living with the Covered Person.

NON-MEDICARE MEDICAL EXPENSES

If during the Period of Insurance and whilst the person is a Covered Person providing services, without payment, to an educational, religious, charitable or benevolent organisation on behalf of the Policyholder, the Covered Person suffers from a Bodily Injury, The insurer will pay the Non-Medicare Medical Expenses incurred up a maximum of \$5,000 Excess \$50

DEFINITIONS UNDER NON-MEDICARE MEDICAL EXPENSES

Non-Medicare Medical Expenses means expenses:

- a) incurred within twelve (12) months of sustaining a Bodily Injury; and
- b) paid by a Covered Person or by the Policyholder for Doctor, physician, surgeon, nurse, physiotherapist, chiropractor, osteopath, hospital and/or ambulance services for the following treatments:
 - Medical
 - Surgical
 - X-ray
 - Chiropractor
 - Osteopathic
 - Physiotherapy
 - Hospital
 - Nursing Treatment

but does not include dental treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by the Bodily Injury referred to in (a) above.

CONDITIONS APPLYING TO NON-MEDICARE MEDICAL EXPENSES

1. The benefit payable is less any recovery made from any private health insurance fund with respect to the expense.
2. No benefit is payable in respect of the Medicare gap, being the difference between the payment made by Medicare and the Medicare Benefits Schedule fee for the expense.

EXCLUSIONS APPLYING TO NON-MEDICARE MEDICAL EXPENSES

No cover is provided for Covered Persons engaging in voluntary work experience with the Policyholder (except to the extent that they are engaged in providing services, without payment, to an educational, religious, charitable or benevolent organisation on behalf of the Policyholder).



FUNERAL EXPENSES

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers an Accidental Death the Policy extends to cover the expenses of burial or cremation OR the cost of returning the Covered Person's body or ashes to a place nominated by the legal representative of the Covered Person A's estate, up to a maximum of \$7,500.

OUT OF POCKET EXPENSES

If a Covered Person does not earn a Salary and is eligible for a benefit under Section 1- Event 25 and/or 26, the sum insured is limited to \$250 per week payable upon receipts furnished by the Covered Person for such expenses attributable directly to such disablement to a maximum of \$3,000

Policy Exclusions (Summary Only):

- Incidents which result from any intentional self-injury, suicide or any illegal or criminal act committed by the insured person.
- Incidents that result from any pre-existing medical condition.
- Injuries which result from the insured person engaging in or taking part in:
 - flying an aircraft or aerial device other than a passenger in an aircraft licences to carry passengers; or
 - training for or participating in professional sport of any kind.
- Incidents which result from pregnancy or childbirth, except for unexpected medical complications or emergencies that may arise.



3.6. General and Products Liability Insurance (*Excluding Hospitals*)

Insurer: Epsilon Underwriting Agencies; QBE Insurance Australia; Ace Insurance Ltd; Catlin Australia Pty Ltd; Vero Insurance Ltd.

Policy Summary: General & Products Liability Insurance indemnifies the Uniting Church in Australia and its agencies and associated bodies against its legal liability to pay compensation in respect of:

- Injury to any person;
- Damage to property;
- Advertising injury.

It covers:

- (i) Occurrences on your premises or at an officially organised activity anywhere in Australia which gives rise to personal injury or damage to someone's property.
- (ii) Includes legal liability of clergy, officers, executives, voluntary workers and employees, but only while they are acting in the course of their duties in such capacity.

Geographical Limits: Anywhere in the World except USA and Canada where this policy will only apply in respect of products exported into those countries and/or travelling directors, officers, employees, voluntary workers, ministers and/or lay ministers who are non-resident in such countries.

Provided that:

The indemnity granted by this Policy in respect of any judgement, award or settlement made within countries which operate under the laws of the United States of America and/or Canada (or any Order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) is subject to the following additional terms and exceptions in respect of such judgement, award or settlement:

- (i) the Limit of Liability is inclusive of Other Costs as described in clause 1.2 of this Policy;
- (ii) liability for Injury to any Person and/or Damage to property arising out of contamination or pollution as defined in exception 5.7.1 is hereby excluded. It is further agreed that the cost of preventing, removing, nullifying or cleaning up any seeping, contaminating or polluting substances shall also form part of this exception and shall not be recoverable under this policy;
- (iii) in respect of all claims which fall to be considered under the terms of this proviso, it is hereby declared and agreed that should a dispute arise between the Insured (or any of them) and the Insurer over the application of this Policy, such dispute shall be determined in accordance with the law and practice of the Commonwealth of Australia.

Policy Extensions (Summary Only):

Liability of Injury includes:

- False arrest, detention, malicious prosecution
- Libel and slander other than via advertising, TV or publishing activities.



Policy Exclusions (Summary Only):

Liability of Property Damage includes:

- Liability in respect of premises which are leased or rented by the insured.
- Damage to property owned by the Insured.
- Liability arising from Insured's ownership of any aircraft, watercraft exceeding 8 metres in length, and all motor vehicles which are required by law to be registered.
- Injuries to employees which are subject to the Insured requiring their own Workers Compensation policy as required by law.
- Liability arising out of the rendering of or failure to provide professional advice or service. (See Professional Indemnity Insurance).
- Fines, penalties or liquidated damages, punitive damages imposed by law or assumed by the Insured under any contract, warranty or agreement.
- Any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, ionising radiation or radioactive toxic explosives.
- Product Recall – the cost of or damages claimed in relation to withdrawal, inspection, recall, repair replacement or loss of use of the Insured's products if the products are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
- Any liability arising from the process of decontamination, treatment, removal or control of asbestos or materials containing asbestos.
- Claims that arise from any construction or demolition work where the total works exceeds \$500,000.

“Insured”

Defined:

The Uniting Church in Australia Property Trust (Q.), The Uniting Church in Australia, Queensland Synod,

- (a) any subsidiary company (including subsidiaries thereof) of the Named Insured and any other organisation under the control of the Named Insured and over which it is exercising active management provided such companies are incorporated in the Commonwealth of Australia;
- (b) any new organisations acquired by the Insured described in (a) and (b) (i) above during the Policy Period, through consolidation, merger, purchase of the assets of or assumption of control and active management, provided that such acquisition or assumption is;
 - 1. reported to the Insurer within ninety (90) days after it is acquired;
 - 2. endorsed on this Policy;
 - 3. in a business similar to the Business stated in the Schedule.
- (c) any director, officer, employee, partner or shareholder of the Named Insured or of a company designated in paragraph (b) above, but only whilst acting within the scope of their duties in such capacity.
- (d) any Person in respect of their liability arising out of the performance by the Insured designated in (a) and (b) above, of any contract or agreement for the performance of work for such person, but only to the extent required by such contract or agreement and in any event only for such coverage and Limits of Liability as provided in this Policy.



- e) any office bearer or member of the Insured's social and/or sporting clubs, first aid, fire and ambulance services, welfare or child care facilities formed with the consent of the Insured (other than an Insured designated in paragraph (d) above) in respect of claims arising from duties connected with activities of any such club or facility.
- f) at the request of the Named Insured, any director or executive officer of the Named Insured or of a company designated in paragraph (b) above in respect of private work undertaken by the Insured's employees for such persons.
- g) if the Insured is declared in the Schedule as a partnership or joint venture, any partner or member thereof but only with respect to their liability as a partner or member of such partnership or joint venture.
- h) the personal representatives of the Insured in respect of liability incurred by the Insured whilst acting on behalf of the Insured.

Policy Conditions (Summary Only):

The Insured Shall:

- (a) take reasonable precautions to prevent or minimise liability and maintain efficient ways, works, machinery, fencing and plant and shall make reasonable endeavours to comply with all statutory obligations and regulations imposed by any authority;
- (b) at its own expenses take reasonable action to trace recall or modify any of the Insured's Products containing any defect or deficiency of which the Insured has knowledge or has reason to suspect, including (but not limited to) any Insured's Products subject to Government or statutory ban.

Limits of Liability:

General Liability:	in respect of any occurrence or series of occurrences arising out of one event.	\$	150,000,000
Sexual Abuse/Molestation Sub Limit – any one offender.		\$	10,000,000
Sexual Abuse/Molestation Sub Limit – in the aggregate any one period of insurance.		\$	20,000,000
Products Liability:	any one occurrence and in the aggregate any one period of insurance.	\$	150,000,000

Excess: \$300 each and every claim.



3.7. Professional Indemnity Insurance

Insurer: Vero Insurance Ltd

Policy Summary: Professional Indemnity Insurance covers the legal liability to compensate third parties (including legal expenses incurred) who have sustained financial loss due to a breach or alleged breach of professional duty on the part of the Insured or their employees.

Geographical Limit: Worldwide excluding North America.

Policy Extensions (summary only):

- Cover for claims arising from breaches of consumer protection legislation relating to trade practices or unfair trading.
- Cover for expenses associated with attending, or responding to, an official investigation.
- Attendance at Investigations
- Covers for expenses incurred for mitigating the possibility of, or reducing the amount of, a Claim.
- Court Attendance Costs – Cover for out of pocket expenses for Insured's and employees required to attend court as a witness in a covered proceeding.
- Cover for Loss of Documents (including electronic documents), regardless of fault.
- Fidelity Extension – Dishonesty of Employees.

Policy Exclusions (summary only):

- Any liability arising from any Molestation.
- Medical Practitioners.
- The provision of, or failure to provide, medical procedures, medical services or medical treatment to third parties.
- Negligent acts of any person supplied by the Insured in their capacity as employment agents.
- Negligent acts of any person supplied to a client by the Insured occurring or allegedly occurring during the course of any secondment, employment, placement or contract with such client.
- Negligent acts of the Insured engaging in activities relating to the Building Profession.
- Investment Performance/Advice.

Limits of Liability:

Each and every claim, and in the aggregate any one insurance year.	\$	10,000,000
Fidelity Extension any one insurance year.	\$	50,000

Excess: \$2,500 each and every claim.



3.8. Directors' and Officers' Liability Insurance

Insurer: Chubb Insurance Company of Australia Limited

Policy Summary: Covers damages (not fines or penalties) and legal expenses incurred due to a breach or alleged breach of duty, misleading statement or wrongful act (as defined in the policy) by a director or officer acting in that capacity.

Geographical Limit: Worldwide excluding The United State of America and Canada.

Policy Conditions (Summary Only): **Confidentiality Agreement:** It is a condition of this Policy that the Insured and/or any persons at their direction or on their behalf shall not disclose the existence of this Policy, its Limits of Liability, the nature of the liability indemnified, or the premium payable under it to any third party except to the extent that:

- they are required by law to do so; or
- the Insurer consents, in writing, to such disclosure.
- Separately Incorporated Entities of the Insured that are declared to the insurer.
- Automatic cover acquired subsidiaries. Any new subsidiaries must be declared to Qld Synod – Risk & Insurance.

Policy Extensions (Summary Only):

Policy Exclusions (Summary Only):

- The Insurer shall not be liable for Loss on account of any Claim:
- Based upon, arising from, or in consequence of Pollution.
 - For any actual or alleged act or omission, including but not limited to, any error, misstatement, misleading statement, neglect, or breach of duty committed, attempted or allegedly committed or attempted in connection with the rendering of, or actual or alleged failure to render any services for or on behalf of a customer of an Insured Organisation.
 - Any deliberately fraudulent act or omission or any wilful violation or breach of any law, regulation or by-law anywhere in the world or duty imposed by any such law, regulation or by-law by such Insured Person, including, without limitation, any wilful breach of duty in relation to the Insured Organisation.
 - Based upon, arising from, or in consequence of bodily injury, mental or emotional distress, sickness, disease, death, disability, shock, mental injury, false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, libel, slander, defamation, humiliation, invasion of privacy; or damage to or destruction of any tangible property, including loss of use thereof, whether or not it is damaged or destroyed.
 - For any actual or alleged **Sexual Behaviour** committed, attempted, or allegedly committed or attempted by an Insured Person.

Sexual Behaviour means any actual or alleged act, communication, contact, conduct, including but not limited to any sexual discrimination, intimidation, molestation, harassment, abuse or lewdness.

Limits of Liability:

Each and every claim.	\$ 10,000,000
In the aggregate each policy period.	\$ 10,000,000

Excess: \$25,000 each and every claim.



3.9. Employment Practices Liability Insurance

Insurer: Chubb Insurance Company of Australia Limited

Policy Summary: Covers damages and defence costs in the event of actions taken by employees (including volunteers) relating to wrongful dismissal, discrimination.

Geographical Limit: Worldwide.

Policy Conditions (Summary Only): **Confidentiality Agreement:** It is a condition of this Policy that the Insured and/or any persons at their direction or on their behalf shall not disclose the existence of this Policy, its Limits of Liability, the nature of the liability indemnified, or the premium payable under it to any third party except to the extent that:

- they are required by law to do so; or
- the Insurer consents, in writing, to such disclosure.

Policy Extensions (Summary Only):

- Separately Incorporated Entities of the Insured that are declared to the insurer.
- Automatic cover acquired subsidiaries. Any new subsidiaries must be declared to Qld Synod – Risk & Insurance.

Policy Exclusions (Summary Only): The Insurer shall not be liable for Loss on account of any Claim:

- Based upon, arising from, or in consequence of any actual or alleged violation of the responsibilities, obligations or duties owed by fiduciaries, trustees, administrators or any others charged with duties with respect to any superannuation, pension, provident fund, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing pensions, annuities or any form of benefits to employees of an Insured Organisation or Outside Entity;
- For bodily injury, sickness, disease or death of any person or damage to or destruction of any tangible property, whether or not it is damaged or destroyed, including loss of use thereof.
- Based upon, arising from, or in consequence of any deliberately fraudulent act or omission by such Insured if a judgement or other final adjudication adverse to the Insured establishes such a deliberately fraudulent act or omission.
- Based upon, arising from, or in consequence of any actual or alleged obligation of any Insured pursuant to any workers' compensation, unemployment insurance, social security, disability benefits or similar law. However, this exclusion shall not apply to any Claim for any retaliatory treatment of any claimant by any Insured based upon such claimant's exercise of rights pursuant to any such law.

Limits of Liability:

Each and every claim.	\$ 5,000,000
In the aggregate each policy period.	\$ 5,000,000

Excess: \$10,000 each and every claim.



3.10. Other Optional Policies

NOTE: THE FOLLOWING POLICIES ARE NOT AUTOMATICALLY COVERED UNDER THE INSURANCE PROGRAM FOR THE UNITING CHURCH IN AUSTRALIA, QUEENSLAND SYNOD, HOWEVER THEY CAN BE ARRANGED UPON REQUEST TO THE QLD SYNOD – RISK & INSURANCE OFFICE, SUBJECT TO THE RELEVANT UNDERWRITER(S) ACCEPTANCE CRITERIA.

POLICY: Transit

POLICY SUMMARY: Loss or damage to property in transit by any form of conveyance within Australia, and imported and exported overseas.

POLICY: Corporate Business Travel

POLICY SUMMARY: Cover under this policy applies whilst a nominated Insured Person (as defined) is engaged in a Journey (as defined) undertaken on the Insured's business, including any incidental private travel.

POLICY: Contract Works- Construction

POLICY SUMMARY: Loss or damage and third party liability arising out of construction, erection, installation and related testing activities etc.

POLICY: Marine Hull

POLICY SUMMARY: Loss or damage to a marine vessel and includes liability to pay damages (including legal expenses) in the event of negligent death or injury to third parties or damage to their property.



4. Claims Procedures

This section is included for information purposes. It is designed to provide assistance in procedures to be followed in the event of any incident that might give rise to a claim occurring under any of your insurance policies.

All claims are to be reported to Queensland Synod Risk & Insurance Office (**except where otherwise agreed and noted herein where reporting is directly to our broker, Aon Risk Services, or in the case of Motor Vehicle, directly to the Insurer Vero Insurance**). Contact details for AON, and Vero are contained in the Directory Section of this manual.

4.1. Property Claims

(Including Industrial Special Risk, Machinery & Electronic Breakdown and Comprehensive Crime Insurance)

All reasonable steps should be taken following an accident or loss to protect the property or person from any further damage or injury.

Any incident should be immediately reported to Qld Synod – Risk & Insurance where co-ordination and management of all such claims for the Uniting Church in Australia, Queensland Synod are handled.

Any loss by theft and/or wilful or malicious damage should be immediately advised to the nearest Police station.

Forward all claims documents, including any supporting documentation, without delay directly to the address below:

Qld Synod – Risk & Insurance

Attention: Robert Hughes
Senior Claims Specialist
Qld Synod – Risk & Insurance
GPO Box 674
BRISBANE QLD 4001

Phone: 07 3377 9941 (Direct Line)

07 3377 9725

Fax: 07 3377 9716

Claim form can be downloaded from:

<http://ucaqld.com.au/administration/insurance/for-congregations/>

Password: ministry

Email claim form to: insurance@ucaqld.com.au



4.2. Motor Vehicle Claims

All Uniting Church in Australia, Queensland Synod motor vehicles are covered by a group Motor Vehicle Fleet Insurance policy underwritten by Vero Insurance Limited.

In the event of an unfortunate circumstance that your motor vehicle is damaged or stolen please contact Vero Claims **First Response Unit** on **1800 222 043** and advise the operator that you are driving a vehicle covered by policy number **MSL010877580**.

This can be done at the scene of the accident if you have a mobile phone. It will take approximately 10 minutes and the operator will talk you through the claim and take all details. They will also manage the repair process and expedite settlement of your claim and arrange a Contact Relationship Plan.

The **First Response Unit** is open to take calls 24 hours a day / 7 days a week. If you do not make the call from accident scene, make it as soon as possible thereafter. **If this is completed straight away it will not be necessary to complete any further claim form(s).**

The **First Response Unit** will also assist you with the hire of a Motor Vehicle in the event your Motor Vehicle is stolen.

AT THE SCENE OF THE ACCIDENT

1. Ensure your safety, the safety of others and of the vehicle(s) and belongings.
2. **DO NOT ADMIT ANY LIABILITY.**
3. Comply with Police reporting requirements. As a general rule, you should contact the Police when:
 - Any vehicle is substantially damaged; and/or
 - Any vehicle is unable to be driven; and/or
 - Any person is injured and requires medical assistance.

** If in doubt, contact your local Police department.*
4. If other vehicle(s) or other person(s) property is involved, obtain:
 - (i) The **owner's** name(s), address and telephone number.
 - (ii) The **driver's** name, address, telephone number and if applicable licence number.
 - (iii) The name of the owner's insurance company.
 - (iv) The make, type and registration number of the vehicle(s).
 - (v) The name and address of any witnesses and for whom they will be a witness.
5. As soon as possible contact your superior and advise them of the accident and the action you have taken.



4.3. Liability Claims

**Under NO circumstances should liability be admitted -
either verbally or in writing.**

It must be remembered that this is a Legal Liability policy and as such only indemnifies us for our Legal Liability and not what we may believe to be a moral responsibility for injury or damage. Any admission of liability on our part could void our right to make a claim against this policy.

General Liability

Upon any incident occurring which could possibly give rise to a claim, the following points must be noted:

1. All reasonable steps should be taken following an accident or loss to protect the person or property from any further injury or damage.
2. **Advice must be forwarded to Qld Synod – Risk & Insurance together with the originals of all correspondence received from a third party and any accompanying accounts.**
3. No correspondence should be entered into with a third party except acknowledgement of receipt of the claim. The acknowledgement letter should simply read as follows:

“Without Prejudice”

We acknowledge receipt of your correspondence concerning the alleged incident at

This is receiving our attention.

4. Do not give any interview or make any statement to a Loss Assessor or other person investigating any accident or damage **unless** such person is acting on behalf of our Insurer or the Uniting Church in Australia, Queensland Synod. Contact Qld Synod – Risk & Insurance first to determine if the Loss Assessor or Investigator is working on our behalf.

Qld Synod – Risk & Insurance

Attention: Robert Hughes
Senior Claims Specialist
Qld Synod – Risk & Insurance
GPO Box 674
BRISBANE QLD 4001

Phone: 07 3377 9941 (Direct Line)
07 3377 9725

Fax: 07 3377 9716

Claim form can be downloaded from:

<http://ucaqld.com.au/administration/insurance/for-congregations/>

Password: ministry
Email claim form to: insurance@ucaqld.com.au



4.4. General Claims

**(Personal Accident, Construction, Transit and Marine Hull.
Does not apply to Property, Motor Vehicle & Liability Claims)**

To enable the completion of the claim without delay and to minimise the possible damage or injury incurred it is important that the following action be taken.

- All reasonable steps should be taken following an accident or loss to protect the property or person from any further damage or injury.
- **Any incident which may give rise to a claim should be immediately reported to AON Risk Services to avoid any suggestion as to denial of liability from Insurers alleging late notification.**
- Any loss by theft and/or wilful or malicious damage should be immediately advised to the nearest Police station.
- Complete all claims documents.
- **Without delay forward claims documentation and any supporting documents for General Claims to:**

Aon Risk Services Australia Limited

Attention: Michael Hambleton or Aimee Caldwell
GPO Box 65
BRISBANE QLD 4001

Phone: 07 3223 7554
07 3223 7408

Fax: 07 3223 7509



4.5. “Claims Made” Policies

This section provides guidance on the procedure for notifying a claim or circumstances that might give rise to a claim under “Claims Made” policies.

The following policies are generally underwritten on a “Claims Made” basis:

- Directors’ and Officers’ Liability/Company Reimbursement Insurance,
- Professional Indemnity Insurance,
- Comprehensive Crime Insurance
- Employment Practices Liability Insurance.

The trigger of “claims made” policies is the date an Insured or its representative first becomes aware that a potential claim may be made as a result of an alleged breach or an alleged error or omission.

This is different from other policies (e.g. General Liability, Property) which operate on an “occurrence” basis where the trigger is the date on which the incident giving rise to the claim occurred.

“Claims Made” policies typically contain an exclusion which provides that the policy will not cover claims where the claim or circumstance was known to the Insured prior to the inception of the policy.

Such policies also require that the claim or circumstances which may give rise to a claim in the future, be notified to the underwriter within the currency of the policy, as a pre-condition to indemnity.

In effect (and subject to Section 54 of the Insurance Contracts Act), there is no cover for anything known before the policy period or for anything which is known to the Insured during the policy period but not notified to underwriter during the policy period.

We strongly recommend that all facts and/or known circumstances that may have the potential to give rise to a claim in the future be notified within the current period of insurance.

Attention: Robert Hughes
Senior Claims Specialist
Qld Synod – Risk & Insurance
GPO Box 674
BRISBANE QLD 4001

Phone: 07 3377 9941 (Direct Line)

07 3377 9725 (Direct Line)

Fax: 07 3377 9716

Claim form can be downloaded from:

<http://ucaqld.com.au/administration/insurance/for-congregations/>

Password: ministry

Email claim form to: insurance@ucaqld.com.au



4.6. Notifiable Matters

The following provides a practical guide as to notifiable matters:

1. Claims:
 - civil proceedings or written demand against the Insured and/or individual insured seeking damages e.g. letter of demand alleging breach of employment practices duty,
 - criminal proceedings against the Insured and/or an individual insured e.g. charge of breach of Occupational Health & Safety Act,
 - administrative or regulatory proceedings e.g. notice of proceedings for breach of Corporations Law regulations.
2. Circumstances:
 - awareness of conduct which may give rise to civil proceedings e.g. through allegations of breach of employment practices,
 - awareness of conduct which may have breached laws and which may result in criminal proceedings against an Insured and its representatives,
 - awareness of a breach of regulations which may give rise to administrative or regulatory proceedings.
3. Securities Claim:
 - Written demand against the Insured seeking damages, e.g. alleging inadequate disclosure in a company document.
4. Representation at investigations and examinations:
 - Receipt of notice (written or oral) that a representative of the Insured and/or individual Insured is required to attend or appear at an official investigation, examination or inquiry into the affairs of the Company.

4.7. Notification Procedure

When an employee or officer becomes aware of a potential Claim or Circumstances:

1. Immediately advise the responsible staff member or department so that appropriate notification can be given to Qld Synod – Risk & Insurance.
2. Information forming part of the initial notification:
 - brief synopsis or overview of the facts,
 - intended course of action contemplated by the Insured in establishing the exposure of any Insured Person and/or the Company in terms of liability and quantum,
 - any additional information available in support of notification.
3. When dealing with an initial complaint or potential claim, it is imperative that the Insured and/or its Representatives does not admit liability and does not make any offer of settlement nor incur defence costs without seeking prior approval and consent from underwriter(s). To do so could be construed as a failure to comply with policy conditions and has the potential to prejudice Insured's position under the relevant policies.
4. Complete the insurers' Claim Forms where required.



5. Statutory Notices

Duty of Disclosure	<p>We have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that we 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.</p> <p>We have the same duty to disclose those matters to the insurer before we renew, extend, vary or reinstate a contract of general insurance.</p> <p>We therefore request that any unusual features which might increase the likelihood of a claim under the policy be advised to the Synod Insurance Officer immediately it comes to your attention.</p> <p>If you fail to comply with the duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.</p> <p>If the non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.</p>
Waiver of Rights	<p>Some policies contain a clause that limits or excludes claims where the Insured (i.e. The Uniting Church in Australia, Queensland Synod) has limited its rights to recover a loss from another party in circumstances where that other party is responsible for the loss.</p> <p><i>For Example: A fire sprinkler maintenance agreement where the contract limits the liability of the contractor in the event of the system malfunctioning</i></p> <p>We suggest that any existing or new contracts to which you are a party and which may affect your insurance be brought to our attention so that we may advise you concerning the effect of those contracts on your ability to recover under your insurance.</p>
Contracts of Indemnity	<p>It is quite common for many contracts of today to include an indemnity clause. An indemnity clause is an agreement where one party promises to protect and compensate the other party against any incidents or claims made by another third party.</p> <p><i>For Example: The Uniting Church entity approaches the local council for use of a public park, and the hire agreement will ask the entity to indemnify the council for all losses or incidents that may arise.</i></p> <p>Our liability policies under the Synod Insurance Program only cover the Insured for claims which arise from Insured's negligence i.e. The Church is legally at fault for causing the incident. Our liability policies do not cover the negligent acts of any other organisations or individuals which are not Insured parties under our policies.</p> <p>We suggest that any existing or new contracts which include an indemnity clause to which you are a party, be brought to our attention so that we may advise you concerning the effect of these clauses. We do not want your entity to contractually adopt the risks of another party that may not be insurable.</p>