



# **SUMMARY OF INSURANCE**

**2016-2017**

**Prepared by:  
National Office of Baptist Insurance Services**

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## Baptist Insurance Services Policies

Baptist Insurance Services arranges a broad range of insurance protection to its constituents as a standard package and for which an annual insurance premium is paid. In addition, there are a number of other policies that can be arranged on a 'needs basis' for which a separate policy is arranged and an additional premium paid. These policies are placed with licensed insurance underwriters using an international insurance broker. Baptist Insurance Services Ltd does not hold an AFS licence and constituents should consider obtaining their own financial product advice about these policies from a person who is able to provide such advice under an AFS licence.

To help you determine the scope of insurance protection that you have, we advise that **all Baptist constituents** insured through Baptist Insurance Services have the following insurance covers in place:

Industrial Special Risks	General Liability (including Hirers' Liability)
Umbrella Liability	Professional Indemnity
Management Liability	Comprehensive Crime Cover
Cyber Insurance	Corporate Travel Insurance
Personal Accident – Volunteers and Youth Activities	
Personal Accident – Pastors and Spouses	

In addition, the following insurance covers can be arranged on a 'needs basis' with an additional premium payable:

Motor Vehicle Insurance	School Students Personal Accident Cover
School Students Travel Insurance	Marine Hull Insurance
Contract Works Insurance	

For those constituents who have arranged one or more of these additional covers, you will receive a separate invoice from Baptist Insurance Services.

This Insurance & Claims Manual has been compiled by the National Office of Baptist Insurance Services to provide a broad outline of your Insurance Program and to offer general information and assistance in understanding the various insurances which have been arranged on your behalf and the steps and procedures to be followed in the event of claims arising under the program.

Baptist Insurance Services role in the claims management process, as regards claims, is as follows:

- to submit, manage, regularly follow up and negotiate settlement of above deductible claims,
- to assist in the resolution or conduct of difficult or contentious claims with underwriters where required,
- claims administration, including collection of insurance proceeds and proactive follow-up of outstanding claims until finalisation,
- provision of status reports on above deductible claims, and
- to maintain records of paid and outstanding claims for underwriting disclosure and inclusion in renewal submissions.

The Insurance Program section of the manual contains a brief description of individual insurances. It should not however be treated as a replacement for the relevant policy documents. Each policy from our licensed underwriters is maintained with Baptist Insurance Services and they are available at any time for viewing and/or interpretation. Copies of the policy wordings can be provided to constituents upon request.

## General

The Named Insured and Business Description form part of your insurance contracts. It is therefore important that you advise of any alterations that may arise during the course of the year as these may prejudice your insurance cover.

To eliminate unnecessary repetition, unless otherwise stated within the manual, the following information is common to all policies:

**Named Insured**                                    The Baptist Union of Australia and/or Associated & Affiliated Bodies, incorporated and unincorporated associations and their members and/or related companies and/or subsidiary companies (including those acquired or incorporated during the periods of insurance) Voluntary Workers, Work Experience Students, Committee Members or Hired Persons whilst acting on behalf of the Insured for their respective rights and liabilities, including others as may be defined in the policy.

**Business Description**                            Principally but not limited to churches, home help, schools, educational activities, retirement or nursing homes, hostels, social welfare activities including child care and opportunity shops, social and sporting clubs, counselling and healing centres, missionary work, community housing and any other activity incidental thereof, including Property Owner and Occupier property owner/occupier and any other activity incidental thereto

**Period of Insurance**                            From: 4.00 PM on 30 September 2016 Local Standard Time (Vic)  
To: 4.00 PM on 30 September 2017 Local Standard Time

### Names of Insured Entities

The Baptist Union of Australia  
The Baptist Union of Victoria  
The Baptist Union of New South Wales  
The Baptist Churches of New South Wales Property Trust  
The Baptist Union of Northern Territory Incorporated  
The Baptist Union of Tasmania  
Baptist Churches of Western Australia  
Baptist Churches of South Australia  
The Baptist Union of Queensland  
Global Interaction (Formerly A.B.M.S.)  
Transform Aid International Ltd  
Baptcare (Formerly Baptist Community Care Ltd)  
Baptist Care (SA) Inc  
Carinity (Formerly Queensland Baptist Care)  
All Constituents, Agencies, Affiliates, Associated Bodies, Incorporated or un-incorporated and/or subsidiary companies of the above entities.

## Industrial Special Risks

<b>Underwriter</b>	Allianz Australia Insurance Limited									
<b>Policy Number</b>	31 0097964 IAR and 31 DIC7964 IAR									
<b>Covering</b>	Loss, destruction of or damage to the Property Insured as a result of an insured peril, including loss resulting from interruption or interference to the business, all as defined in the policy.									
<b>Interest Insured</b>	<p><b>Section 1 – Material Loss or Damage</b></p> <p>All real and personal property of every kind and description belonging to the Insured or for which the Insured is responsible or has assumed responsibility to insure prior to the occurrence of any damage including all such property in which the Insured may acquire an insurable interest during the period of insurance.</p> <p><b>Section 2 – Consequential Loss</b></p> <p>Loss of Gross Revenue (as defined) as a result of a reduction in turnover and/or increase in cost of working resulting from loss, destruction or damage caused by an Insured Peril as per Section 1.</p>									
<b>Situation and/or Premises</b>	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.									
<b>Limit(s) of Liability</b>	<p>The amount(s) set out hereunder represent the Insurer(s) maximum Limit(s) 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 and the Schedule.</p> <p>Combined Section 1 and Section 2 <span style="float: right;">\$230,000,000</span></p>									
<b>Sub-limit(s) of Liability</b>	<p>The liability of the Insurer(s) shall be further limited in respect of any one claim or series of claims arising out of any one event at any one Situation as set out hereunder subject to the following conditions:</p> <ol style="list-style-type: none"> <li>1. Such Sub-Limit(s) shall apply cumulatively to any one event at any one situation.</li> <li>2. The Sub-Limit(s) shall only apply to any direct loss or damage to the Property Insured and shall not include any subsequent, consequential or indirect losses which may result therefrom.</li> <li>3. It is understood and agreed that such Sub-Limit(s) shall not increase the liability of the Insurer(s) beyond the Limit(s) of Liability expressed above.</li> <li>4. The undermentioned deductible(s) will apply in respect to such Sub-Limit(s) but shall not be cumulative.</li> </ol> <p><b>Section 1 – Material Loss or Damage</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Subsidence</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Accidental Damage as defined in the policy</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Removal of Debris</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Extra Cost of Reinstatement</td> <td style="text-align: right;">\$10,000,000</td> </tr> </table>		Subsidence	\$2,000,000	Accidental Damage as defined in the policy	\$2,000,000	Removal of Debris	\$2,000,000	Extra Cost of Reinstatement	\$10,000,000
Subsidence	\$2,000,000									
Accidental Damage as defined in the policy	\$2,000,000									
Removal of Debris	\$2,000,000									
Extra Cost of Reinstatement	\$10,000,000									

Additional Extra Costs of Reinstatement	\$2,000,000
Loss of Land Value	\$2,000,000
Expediting Expenses	\$1,000,000
Legal liability to make enquiries	\$1,000,000
Property (excluding money) in Transit	\$250,000
Temporary Protection	\$250,000
Directors & Officers Personal Effects (limit any one person \$5,000)	\$20,000
Fire Fighting Extinguishment Costs	\$250,000
Clearance of Drains	\$250,000
Territories Outside Australia	\$50,000
Standing Timber – Fire, Lightning & Explosion only	\$1,000,000

### **Section 2 – Consequential Loss**

Claims Preparation Costs	\$500,000
Additional Increased Cost of Working	\$25,000,000
Loss of Rent	\$750,000
Accommodation Bond Expenses	\$500,000
Gross Revenue First Loss inc. Payroll First Loss	\$100,000,000
Accounts Receivable	\$1,000,000
Suppliers, Customers & Repairers (Unspecified)	\$500,000
Prevention of Access	\$10,000,000
Closure or Evacuation of premises as a result of Human, infectious or contagious disease Murder or	\$500,000
Suicide	\$1,000,000
Fines & Damages	\$1,000,000

### **Section 3 – Theft, Money & Glass Breakage**

Burglary and/or Theft (other than Money)	\$500,000
Money (including whilst in Transit)	\$100,000
Works of Art, Curios, Antiques	\$200,000
Temporary Protection	\$250,000
Locks and Keys	\$100,000
Breakage of Glass	Replacement Value
Theft of Property in the Open Air	\$250,000

### **Section 4 – Machinery & Electronic Equipment Breakdown, Pressure Vessel & Spoilage**

Machinery & Electronic Equipment Breakdown	\$50,000
Boiler & Pressure Vessel Explosion	\$50,000
Spoilage (Temperature Controlled Environment)	\$10,000

#### **Indemnity Period**

60 Months

#### **Deductible**

Schools & Colleges	\$1,000
Aged Care and General Care:	\$1,000
Conference Centres:	\$1,000
Churches:	\$500
Camps:	\$500
Other:	\$500

Earthquake, Subterranean Fire  
or Volcanic Eruption

\$20,000 for all constituents

## General Liability (Public & Products)

<b>Underwriter</b>	Vero Insurance Limited	
<b>Policy Number</b>	LSB 013569283	
<b>Interest Insured</b>	<p>Insured's legal liability to pay damages or compensation in respect of:</p> <p>(a) Personal Injury;  (b) Property Damage  (c) Advertising Injury</p> <p>Occurring within the geographical limits during the period of insurance as a result of an occurrence happening in connection with the Insured's business</p>	
<b>Geographical Limits</b>	Anywhere in the world (except the United States of America and Canada) as per policy wording	
<b>Limit(s) of Liability</b>	Please refer to your local Baptist Churches office for the limits of indemnity applicable to this policy	
<b>Deductible</b>	Schools & Colleges	\$1,000
	Aged Care and General Care:	\$1,000
	Conference Centres:	\$1,000
	Churches:	\$500
	Camps:	\$500
	Other:	\$500
<b>Excluding Liability</b>	Employee Liability Sexual abuse by known offender Medical malpractice Professional Indemnity Goods in Care, Custody and Control over \$500,000 Aircraft Products Pollution and Contamination exclusion Registered Motor Vehicles Watercraft in excess of 8 metres Asbestos exclusion Terrorism exclusion Electronic Data endorsement Fines & Penalties Punitive & Exemplary Damages	
<b>Policy Wording</b>	Vero General Liability Policy Wording	
<b>Special Exclusion</b>	Molestation – Known Offenders Exclusion This policy does not cover legal liability of the Insured to pay damages or compensation to any third party, or legal costs associated with any claim, in respect of an Injury sustained by a third party in circumstances where;  that Injury arises either directly or indirectly from sexual abuse;  and	

the perpetrator of the sexual abuse was a representative, member, employee, or service provider of the Insured;

and

the Insured knew or ought reasonably to have known that the perpetrator of the sexual abuse had previously;

- (a) committed sexual abuse; and/or
- (b) been convicted of sexual abuse; and/or
- (c) whilst being a representative, member, employee, or service provider of the insured; been the subject of a prior complaint in respect of a sexual abuse,

Which

has not been appropriately investigated.

For the purpose of this Exception:

"Sexual Abuse" includes any assault or abuse of a sexual nature, any type of molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not.

'Injury' includes any physical, mental or psychological injury.



## Umbrella Liability

<b>Underwriter</b>	AIG Australia, and ACE Insurance Limited Vero Insurance		
<b>Policy Numbers</b>	0000079750 0000140075 02CE017763 TBA		
<b>Interest Insured</b>	Insured's legal liability to pay compensation in respect of:  (d) Personal Injury; (e) Property Damage; or (f) Advertising Liability  happening during the Period of Insurance and caused by an Occurrence within the geographical limits in connection with the Business.		
<b>Geographical Limits</b>	Anywhere in the world (except the United States of America and Canada).		
<b>Limit(s) of Liability</b>	Please refer to your local Baptist Churches office for the limits of indemnity applicable to this policy		
<b>Excluding Liability</b>	Employee Liability Sexual abuse by known offender Medical malpractice Professional Indemnity Goods in Care, Custody and Control over \$500,000		
<b>Policy Wording</b>	AIG Umbrella Liability Policy and Endorsements		
<b>Underlying Covers</b>	<b>Class</b>	<b>Insurer</b>	<b>Limit of Indemnity</b>
	General & Products	Vero	\$20,000,000
	Motor Vehicle	Vero	\$30,000,000
	Workers Comp	Various	As per Acts
	Contract Works	Vero	\$5,000,000
	Corporate Travel	ACE	Territorial Workers Comp. \$2,000,000 Aggregate. Personal Liability \$5,000,000

## Hirer's Liability

<b>Underwriter</b>	Vero Insurance Limited
<b>Policy Number</b>	LSB 013569283
<b>Interest Insured</b>	<p>Insured's legal liability to pay compensation in respect of:</p> <p>(g) Personal Injury; (h) Property Damage;</p> <p>happening during the Period of Insurance and caused by an Occurrence within the geographical limits in connection with the hiring the facilities of individual Baptist Churches or various other property belonging to or owned or leased by a constituent of the Baptist Union of Australia for Private Functions, Anniversaries, Birthdays, Weddings and similar events</p>
<b>Geographical Limits</b>	Anywhere in the Australia
<b>Limit(s) of Liability</b>	Please refer to your local Baptist Churches office for the limits of indemnity applicable to this policy
<b>Deductible</b>	\$100 any one occurrence
<b>Policy Wording</b>	Vero General Liability wording

## Professional Indemnity - Claims Made Policy

<b>Underwriter</b>	Vero Insurance Limited	
<b>Policy Number</b>	LPP013709183	
<b>Interest Insured</b>	Liability for Breach of Duty owed in a Professional Capacity arising out of any act error or omission occurring or committed in such professional capacity	
<b>Limit(s) of Liability</b>	Please refer to your local Baptist Churches office for the limits of indemnity applicable to this policy	
<b>Deductible</b>	Schools & Colleges	\$1,000
	Aged Care and General Care:	\$1,000
	Conference Centres:	\$1,000
	Churches:	\$500
	Camps:	\$500
	Other:	\$500
<b>Retroactive Date</b>	Unlimited	
<b>Special Comments</b>	<p>“Claims Made” Wording</p> <p>This Policy is issued on a claims made basis.</p>	
<b>Exclusions</b>	<p>Dishonesty, Fraudulent or Criminal Breach of Duty</p> <p>Sexual abuse</p> <p>Medical Practitioners</p> <p>Self-employed Registered Medical Professionals</p> <p>Baptist Financial Services</p>	

## Management Liability - Claims Made Policy

<b>Underwriter</b>	Chubb Insurance & Others	
<b>Policy Number</b>	93299688 03CH005186	
<b>Insured</b>	Refer definition of Insured on page 4	
<b>Insured Interest</b>	Indemnity to Directors' & Officers' by reason of any wrongful act (as defined) committed by them in their capacity as a director or officer (as defined) including defence costs.	
<b>Limit(s) of Liability</b>	Please refer to your local Baptist Churches office for the limits of indemnity applicable to this policy	
<b>Deductible Employment Practices</b>	Schools & Colleges	\$10,000
	Aged Care and General Care:	\$10,000
	Conference Centres:	\$10,000
	Churches:	\$5,000
	Camps:	\$5,000
	Other:	\$5,000
<b>Deductible All Other Sub Limits</b>	Schools & Colleges	\$1,000
	Aged Care and General Care:	\$1,000
	Conference Centres:	\$1,000
	Churches:	\$500
	Camps:	\$500
	Other:	\$500
<b>Policy Wording</b>	Chubb Forefront Wording	
<b>Retroactive Date</b>	Unlimited, excluding known claims and circumstances	
<b>Endorsements:</b>	Sexual behaviours exclusion Dedicated additional \$1,000,000 for executives	
<b>Major Exclusions</b>	Professional Liability Kidnap, Ransom Crime Insurance	

## Cyber Protection

<b>Underwriter</b>	CGU Professional Risks Insurance	
<b>Policy Number</b>	TBA	
<b>Insured Interest</b>	Cyber and Privacy Protection in accordance with the policy wording and subject to the following sub limits.	
<b>Limit(s) of Liability</b>	Please refer to your local Baptist Churches office for the limits of indemnity applicable to this policy	
<b>Deductible</b>	Schools & Colleges	\$10,000
<b>All Jurisdictions</b>	Aged Care and General Care:	\$10,000
	Conference Centres:	\$10,000
	Churches:	\$ 5,000
	Camps:	\$ 5,000
	Other:	\$ 5,000
<b>Time Excess</b>	For Business Interruption Cover	12 Hours
<b>Policy Wording</b>	CGU Professional Services wording	

## Comprehensive Crime

<b>Underwriter</b>	Chubb Insurance	
<b>Policy Number</b>	93301144	
<b>Insured Interest</b>	Losses sustained by the Insured resulting from the under mentioned causes.	
<b>Limit(s) of Liability</b>	Please refer to your local Baptist Churches office for the limits of indemnity applicable to this policy	
<b>Deductible</b>	Schools & Colleges	\$1,000
	Aged Care and General Care:	\$1,000
	Conference Centres:	\$1,000
	Churches:	\$500
	Camps:	\$500
	Other:	\$500
<b>Geographical Limits</b>	Worldwide	
<b>Policy Wording</b>	Chubb Crime Insurance Wording	

### Coverage Provided

#### Employee Theft Coverage A.

The Company shall pay the Principal Organisation for direct loss of Money, Securities or Property sustained by an Insured resulting from Theft, fraud or dishonesty committed by an Employee, whether acting alone or in collusion with others, which direct loss is Discovered during the Policy Period or Extended Discovery Period.

#### Premises Coverage B.

The Company shall pay the Principal Organisation for direct loss sustained by an Insured resulting from:

- (i) the unlawful taking of Money or Securities committed by a Third Party, or
- (ii) the actual destruction or disappearance of Money or Securities, within or from Premises or Banking Premises, which direct loss is Discovered during the Policy Period or Extended Discovery Period including:
  - (a) direct loss of or damage to Property which results from Robbery or attempted Robbery within the Premises;
  - (b) direct loss of or damage to Property contained within any locked vault or safe which results from Safe Burglary or attempted Safe Burglary within the Premises;
  - (c) damage to a locked safe, cash drawer, cash box or cash register within the Premises by felonious entry or attempted felonious entry or loss by felonious abstraction of such container from within the Premises; and
  - (d) damage to the Premises which results from Robbery or Safe Burglary.

#### In Transit Coverage C.

The Company shall pay the Principal Organisation for direct loss sustained by an Insured resulting from:

- (i) the unlawful taking of Money or Securities committed by a Third Party; or
- (ii) the actual destruction or disappearance of Money or Securities, while In Transit or while temporarily within the home of an Employee or a partner of an Insured that is a partnership, which direct loss is Discovered during the Policy Period or Extended Discovery Period including:
  - (a) direct loss or damage to Property resulting from Robbery while In Transit; and
  - (b) direct loss resulting from the unlawful taking of Property temporarily within the home of an Employee or a partner of an Insured which is a partnership.

**Forgery Coverage D.**

The Company shall pay the Principal Organisation for direct loss sustained by an Insured resulting from Forgery or alteration of a Financial Instrument committed by a Third party which direct loss is Discovered during the Policy Period or Extended Discovery Period, including:

- (i) any cheque or draft made or drawn in the name of such Insured payable to a fictitious payee and endorsed in the name of such fictitious payee;
- (ii) any cheque or draft procured in a face to face transaction with such Insured or with one acting as the agent of such Insured by a Third Party impersonating another and made or drawn payable to the one impersonated and endorsed by a Third Party other than such one impersonated; and
- (iii) any payroll cheque, payroll draft or payroll order made or drawn by such Insured payable to bearer as well as to a named payee and endorsed by a Third Party other than such named payee without the authority of such named payee.

**Computer Fraud Coverage E.**

The Company shall pay the Principal Organisation for direct loss sustained by an Insured resulting from Computer Fraud committed by a Third Party which direct loss is Discovered during the Policy Period or Extended Discovery Period.

**Funds Transfer Fraud Coverage F.**

The Company shall pay the Principal Organisation for direct loss sustained by an Insured resulting from Funds Transfer Fraud committed by a Third Party which direct loss is Discovered during the Policy Period or Extended Discovery Period.

**Counterfeit Currency Fraud Coverage G.**

The Company shall pay the Principal Organisation for direct loss sustained by an Insured resulting from Counterfeit Currency Fraud committed by a Third Party which direct loss is Discovered during the Policy Period or Extended Discovery Period.

**Credit Card Fraud Coverage H.**

The Company shall pay the Principal Organisation for direct loss sustained by an Insured resulting from Credit Card Fraud committed by a Third Party which direct loss is Discovered during the Policy Period or Extended Discovery Period.

**Client Coverage I.**

The Company shall pay the Principal Organisation for direct loss sustained by a Client resulting from Theft, fraud or dishonesty committed by an Employee not in collusion with such Client's directors or employees, including, for the avoidance of doubt, temporary staff, or agents, which direct loss is Discovered during the Policy Period or Extended Discovery Period.

**Expense Coverage J.**

The Company shall pay the Principal Organisation for Investigative Costs or Computer Violation Expenses.

## Personal Accident (Volunteers/Youth Activities)

**Underwriter** Accident & Health International Underwriting

**Policy Number** 0017678

**Insured Person(s)**

- a) all voluntary workers whilst engaged in voluntary work authorised by and under the control of the organisation
- b) persons involved in **church** youth activities whilst actually engaged in youth activities officially organised and under the control of the Insured including the necessary direct travel to and from such activities. No cover is provided for voluntary workers' or youth activity participants' personal equipment and other property.

**Note:** Youth activities mean official activities, which form part of the youth program of a Church. It does not include "whole of Church" activities such as a family camp or Church picnic. Organised team sports are also excluded.

### Indemnity

#### Section A

Accidental Death (Events 1 to 19) (Event 1 limited to \$10,000 - Insured Persons under 18 years) Events 2-18 for Insured persons under 18	\$250,000 \$100,000
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#### Section B

Injury Weekly Benefit (Event 20) 85% of average weekly earnings, to: 7 Day Excess, 104 weeks	\$2,000
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#### Section C

Emergency Home Help Clause Non-Income Earners, 7 Day Excess, 104 weeks	\$1,000
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(Non Medicare) Medical Expenses

(85% Reimburse/\$50 Excess)	\$5,000
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Tutorial Costs for Students	\$1,000
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Out of Pocket Expenses Clause (26 weeks)	\$1,000
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**Age Limitation**

- Voluntary Workers 12 years – 85 years
- Over 85 yrs – reading only
- Youth Activities Participants 12 - 21 years of age

**Aggregate Liability per Policy Year** \$2,000,000

**Policy Wording** As agreed



**Extensions****EMERGENCY HOME HELP CLAUSE**

Temporary Total Disablement compensation does not apply to Insured Persons who are retired or unemployed or not in receipt of Salary. However in respect of Insured Persons who are retired or unemployed or not in receipt of Salary it is agreed that the Company will pay for the cost of hiring domestic help and/or childminding services reasonably and necessarily incurred by an Insured Person as a result of Bodily Injury causing total disablement, PROVIDED THAT

such childminding services and domestic help are carried out by persons other than members of the Insured Person's family or other relatives or persons permanently living with the Insured Person.

such childminding services and domestic help is certified by a duly qualified medical practitioner as being necessary for the recovery of the Insured Person.

The Company's liability is limited to:

\$1000 per week payable from the 28<sup>th</sup> day of treatment by a duly qualified medical practitioner for an aggregate period not exceeding 104 weeks.

\* Parent Inconvenience Clause (Travel Expenses) – Limit \$4,000

**Out of Pocket Expenses**

It is hereby declared and agreed that should an Insured Person be a non income earner, the benefit under Event 20 is limited to \$1,000 per week and is payable upon receipts furnished to the Insured for out of pocket expenses attributable directly to such disablement.

**Student Tutorial Cost**

It is agreed and declared that the company will pay the cost of Hiring Home Tutorial Services reasonably and necessarily incurred by an Insured Person as a result of injury causing Temporary Total Disablement, Provided that

The Insured Person is registered as a full time student

Such Home Tutorial Services are carried out by persons other than members of the Insured Person's family or other relatives.

Liability is limited to \$1,000 per week payable from the 14<sup>th</sup> day of treatment by a duly qualified medical practitioner for an aggregate period not exceeding 104 weeks.

Parent Inconvenience Clause (Travel Expenses) – Limit \$4,000

**DEFINITIONS UNDER NON-MEDICARE MEDICAL EXPENSES**

NON-MEDICARE MEDICAL EXPENSES means expenses incurred within twelve (12) months of sustaining an injury; and expenses paid by an Insured Person or by the Insured for Doctor, Physician, Surgeon, Nurse, Physiotherapist, Chiropractor, Osteopath, Hospital and/or Ambulance services for the following treatments:

Medical

Surgical  
X-Ray  
Chiropractic  
Osteopathic  
Physiotherapy  
Hospitalisation  
Nursing

**But excludes**

Dental Treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by the injury referred to in a) above, and Services for which the Insured is eligible to receive Medicare Benefits.

**CONDITIONS APPLYING TO NON-MEDICARE MEDICAL EXPENSES**

Any benefit payable is less recovery made from any private Health Insurance Fund.

No benefit is payable in respect of the Medicare gap between payment made by Medicare and charges incurred.

With respect to the Non-Medicare Medical Expenses endorsement the maximum we will pay is \$5000 subject to 85% of expenses. Excess \$50 each and every claim.

## Personal Accident (Pastors & Spouses)

**Underwriter** Accident & Health International Underwriting

**Policy No:** 26920

**Insured Person(s)** Baptist Union of Australia – Pastors and spouses

**Note:** The criteria for this cover is that the pastor **must** be on the active list with the state Baptist Union office, the church **must** be a member of the insurance scheme and the coverage afforded is 24/7 365 days and is **restricted to whilst on Pastoral duties and the like.**

**Indemnity** Death & Capital benefits \$200,000

**Age Limitation** 85 Years of Age

**Aggregate Liability per Policy Year** \$2,000,000

## Corporate Travel

**Underwriter** ACE Insurance Limited

**Policy Number** 02PP015153

**Scope of Cover** Cover under this Policy applies whilst an Insured Person is engaged in a Journey (as defined) undertaken on the Insured's business, including all incidental private travel.

**Insured Person(s)** All Constituent Members and Volunteers of the Insured whilst on Authorised Business Travel, as defined

**Journey** "Journey" shall mean any authorised business travel not exceeding 180 days undertaken on the business of the Insured, provided such travel involves a destination of 50 kilometres or more **OR** travel by air **OR** interstate or overseas travel.

Authorised Business Travel shall also include all incidental or associated private holiday travel.

Such cover shall commence from the time the Insured Person leaves their normal residence or place of business, whichever is the place of departure for the commencement of the journey, and be continuous on a full time 24 hour basis until the Insured Person returns to his normal residence or place of business, whichever occurs first.

Everyday commuting shall not be regarded as a journey on the business of the Insured.

### Geographical Limits

Anywhere in the world except

- Afghanistan, Chad, Chechnya, Cote d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, West Bank, Gaza Strip, Somalia and Sudan
- Any DFAT "Do Not Travel" listed country

### Schedule of Benefits

As per the following Schedule of Benefits

Section	Item	Maximum Benefit (AUD)
1A	Personal Accident and Capital Benefits	\$200,000
	• Accompanying persons	200,000
	• Dependent children	20,000
	• Sickness resulting in Surgery	20,000
	• Injury resulting in Surgery	20,000
1B	Weekly Benefit – Injury (max. 156 weeks; 7 day excess)	1,000 and not exceeding 85% of earnings
1C	Weekly Benefit – Sickness (max. 156 weeks; 7 day excess)	Not Insured
1D	Injury Resulting in Fractured Bones- Lump Sum Benefits	3,000

1E	Injury Resulting in Loss of Teeth or Dental Procedures	1,000
2	Kidnap & Extortion	500,000
3	Hijack and Detention	300 per day to max \$9,000
	• Legal Costs	\$10,000
4	Medical and Additional Expenses	Unlimited
	Cancellation and Curtailment Expenses	Unlimited
	Continuous Bed Confinement (max. 100 days)	100 per day
5	Overseas Emergency Assistance	Included
6	Loss of Deposits	10,000
7	Baggage/Business Property	10,000
	Limit any one item	5,000
	Excess	Nil
	Limit any one Item -Electronic Equipment	10,000
	Excess	\$250
	Deprivation of Baggage	3,000
	Money/Travel Documents	2,500
	Excess	Nil
8	Alternative Employee Expenses	10,000
9	Personal Liability	5,000,000
10	Rental Vehicle Excess Waiver	5,000
11	Extra Territorial Workers Compensation	
	Weekly Compensation	1,000
	Damages, Costs and Expenses	1,000,000
	Aggregate Limit of Liability	2,000,000
12	Missed Transport Connection	3,000
13	Political Evacuation	100,000 (Limit \$20,000 per person)

**Aggregate Limit**

**Scheduled Flights**

\$5,000,000

**Non – scheduled Flights**

\$2,000,000

**Exclusions**

Persons who are unfit and unable to travel  
 Persons who are not members or regular attendees of the church (for church mission trips)  
 Persons 85 years or over  
 Pre-existing medical conditions that may affect travel and/or require continued treatment whilst travelling

Refer to policy wording for a full list of covers and exclusions

## Motor Vehicle **Optional Cover**

**(This section is only applicable if the applicable details have been provided to Baptist Insurance Services and you have received a separate invoice for this cover)**

<b>Underwriter</b>	Vero Insurance Limited								
<b>Policy Number</b>	MSL 013514828								
<b>Interest Insured</b>	<p>All Motor Vehicles (including those converted to LPG) presently existing or hereinafter acquired, owned, hired, leased, rented, loaned, borrowed or used by the Insured, for which the Insured is responsible or has assumed responsibility or in which the Insured has an insurable interest or for which the Insured has received instructions to insure.</p> <p>The term "Motor Vehicles" shall be deemed to also include Motor Cycles, Trailers, Caravans and Mobile Plant and Equipment.</p> <p>All accessories, tools and spare parts including, but not limited to radios, receiving and transmitting equipment, cassettes, recorders, air conditioning units, gates, binders, ropes, tarpaulins, sign writing and artwork; including such property (not otherwise insured) installed by employees.</p>								
<b>Geographical Limits</b>	Anywhere within the Commonwealth of Australia and during transport by sea, land or air between any places in the Commonwealth of Australia								
<b>Limit(s) of Liability</b>	<p><b>Own Vehicle Damage</b></p> <p>Market value unless specifically stated otherwise.</p> <p>Additional Vehicles limit \$200,000 any one vehicle</p> <p><b>Third Party Liability</b></p> <p>\$30,000,000 any one event</p> <p>Subject to Carriage of Hazardous Goods Limit (14.3) \$1,000,000</p>								
<b>Sub-Limits of Liability</b>	<p>In respect of the following benefits payable under Section 1 the liability of the Insurer shall be limited for any one claim to the amount stated hereunder.</p> <table> <tr> <td>Emergency Repairs</td> <td>\$500</td> </tr> <tr> <td>Emergency</td> <td></td> </tr> <tr> <td>Travel</td> <td>\$2,250</td> </tr> <tr> <td>Hire Costs (following theft of vehicle up to 30 days)</td> <td>\$3,000</td> </tr> </table>	Emergency Repairs	\$500	Emergency		Travel	\$2,250	Hire Costs (following theft of vehicle up to 30 days)	\$3,000
Emergency Repairs	\$500								
Emergency									
Travel	\$2,250								
Hire Costs (following theft of vehicle up to 30 days)	\$3,000								
<b>Deductible</b>	<p>\$500 each and every claim plus any applicable age or inexperienced driver excess</p> <ul style="list-style-type: none"> <li>- Drivers under 21 years of age - \$500</li> <li>- Drivers 21 years to 25 years of age - \$300</li> <li>- Inexperienced drivers - \$250</li> <li>- Vehicles over \$100K – 1% of Market Value</li> </ul>								

## Personal Accident – Student Cover Optional Cover

(This section is only applicable if the applicable details have been provided to Baptist Insurance Services and you have received a separate invoice for this cover)

**Covering:** Students of the nominated school, Worldwide for 24 hours a day, 365 days a year, against Accidental Bodily Injury – which means any injury to the body of an insured person caused by an accident which occurs during the period of insurance and which results in any of the events specified in the policy.

**Underwriter:** AIG Australia Limited

**Period of Insurance:** 1<sup>st</sup> March 2016 to 1<sup>st</sup> March 2017

### SCHEDULE OF EVENTS AND COMPENSATION

The Events		The Compensation Each Insured Person
Accidental Bodily Injury as defined, resulting in:		\$
1	Death	50,000
2	Permanent Paraplegia or Permanent Quadriplegia	750,000
3	Permanent Loss of Independent Existence	750,000
4	Permanent Total Loss of sight of both eyes	300,000
5	Permanent Total Loss of sight of one eye	150,000
6	Permanent Total Loss of use of two limbs	300,000
7	Permanent Total Loss of one limb	150,000
8	Permanent Total Loss of speech	100,000
9	Permanent Total Loss of hearing in:	
	(a) both ears	150,000
	(b) one ear	50,000
10	Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body	350,000
11	Permanent Total Loss of use of four fingers and thumb of either hand	80,000
12	Permanent Total Loss of four fingers of either hand	50,000
13	Permanent Total Loss of one thumb of either hand:	
	(a) both joints	30,000
	(b) one joint	15,000
14	Permanent Total Loss of use of fingers of either hand:	
	(a) three joints	50,000
	(b) two joints	20,000
	(c) one joint	10,000
15	Permanent Total Loss of use of toes of either foot:	
	(a) all – one foot	20,000
	(b) great – both joints	15,000
	(c) great – one joint	10,000
	(d) other than great, each toe	5,000
16	Fractured Leg or Kneecap with established non-union	20,000

17	Non Medicare Medical Expenses – Maximum	7,500
18	Emergency Transport (due to injury or illness)	5,000
19	Bed Care Patient (for a period of more than 24 hours as a result of injury, as defined) – payable for up to 52 weeks.	550 pw
20	Injury Assistance Benefits (Home Help, Student Tutorial & Extra Travel – payable for up to 52 weeks) Excess. 7 days.	350 pw
21	Fee relief following the death by injury of the insured person's parent, guardian or benefactor, maximum amount payable is \$3,500 for each of the remaining school terms of the current school year. (Student only)	14,000
22	1. Broken or Fractured Bones (a) Finger, Toe, Hand or Foot (b) Arm, Elbow, Wrist, Leg, Ankle or Knee (c) Collarbone (d) Breastbone (e) Rib (f) Shoulder, Cheekbone or Nose (g) Jaw (h) Neck, Skull, Spine, Pelvis or Hip Maximum amount payable for any one injury	200 500 500 500 200 500 500 3,000 75,000
22	2. Internal Injuries (a) Torn ligament or ruptured internal organ (b) Knee reconstruction	2,000 2,500
22	3. Dislocation (a) Hip (b) Knee (c) Shoulder Blade (d) Collarbone or Jaw (e) Ankle, Elbow or Wrist	500 250 250 250 150
23	Dental Cash Benefit – Milk Teeth – Lump sum payment provided the Event occurs within 24 calendar months from the date of Injury to milk or first teeth	100 per tooth
24	Dental Expenses Benefit – Second Teeth for loss of teeth or crowning of damaged teeth with cast metal or porcelain or similar restorations, provided that this occurs within 24 calendar months from the date of Injury to permanent or second teeth. (No cover is provided for milk or first teeth, dentures or fillings). Maximum payable for any one Injury:	Up to 5,000
25	Kidnap, Ransom and Extortion	300,000
26	Clothing Education &/or Sports Equipment – clothing (including spectacles) worn and/or sporting equipment being used by the Insured Person that has been lost or damaged in the course of an Injury or in the course of treating the Injury	500 per injury



## School Student Travel Cover Optional Cover

(This section is only applicable if the applicable details have been provided to Baptist Insurance Services and you have received a separate invoice for this cover)

<b>Underwriter</b>	AIG Australia Limited
<b>Policy Number</b>	2300107234
<b>Period of Insurance</b>	From 4pm 1 March 2016 to 4pm 1 March 2017 (local standard time)
<b>Insured Person(s)</b>	Students travelling in excess of 50kms intrastate, interstate or overseas whilst on authorised travel of the School
<b>Sums Insured</b>	As per Summary of Benefits
<b>Deductible</b>	\$50 each and every claim
<b>Principal General Exclusions</b>	<ul style="list-style-type: none"> <li>- Fines, punitive or exemplary damages</li> <li>- Person engaged in air travel except as passenger in any properly licensed aircraft</li> <li>- Deliberate self-inflicted injury</li> <li>- Radioactivity and contamination from nuclear waste</li> <li>- Sexually transmitted disease</li> <li>- Travel in, to or through Cuba</li> </ul>

### Summary of Benefits

Item	Maximum Benefit (AUD)
Death and Capital Benefits - Students	\$50,000
Accident Weekly Benefits (Limited to 156 weeks)	\$2,000
Overseas Medical Expenses	Unlimited
Emergency Medical Evacuation	\$500,000
Repatriation of Mortal Remains	\$50,000
Loss of Deposits/Cancellation Fees/Additional Expenses	\$100,000
Personal Liability	\$5,000,000
Baggage/Travel Documents/Credit Cards (Limit \$5,000 any one item)	\$17,500
Money	\$5,000
Alternative Employee/Resumption of Assignment Expenses	\$20,000
Rental Vehicle Collision Damage and Theft Excess Waiver	\$2,500
Missed Transport Connection	\$5,000
Kidnap and Ransom	\$500,000
Political Evacuation	\$20,000
Corporate Travellers Family Assistance up to	\$25,000
Aggregate Policy Limit	\$10,000,000
Except -	
Kidnap and Ransom	\$2,000,000
Political Evacuation	\$100,000

## Marine Hull Optional Cover

(This section is only applicable if the applicable details have been provided to Baptist Insurance Services and you have received a separate invoice for this cover)

<b>Underwriter</b>	Vero National Marine	
<b>Policy Number</b>	MHU011362556	
<b>Interest Insured</b>	(A) Hull, Machinery, Equipment and other interests as described plus boats and equipment on hire or loan to the insured for which the insured is responsible at the time of loss.  (B) Third Party Liabilities	
<b>Limit(s) of Liability</b>	Hull Machinery Equipment	As per schedule.  \$1,000,000
	Protection & Indemnity (Injury or damage) (as underlying cover to Public Liability)	\$1,000,000
<b>Deductible</b>	Hull & Machinery etc. Flood Protection & Indemnity	\$100 \$5,000 \$100
	Any one accident or series of accidents arising from any one occurrence.	

## Contract Works Optional Cover

(This section is only applicable if the applicable details have been provided to Baptist Insurance Services and you have received a separate invoice for this cover)

**Underwriter** Vero Insurance Ltd

**Policy Number** CTA013814571

### Scope of Cover

#### Material Loss or Damage

##### 1. Insured Property

The Insurers will indemnify the Insured in accordance with the Basis of Settlement, against Damage to the Insured Property from a cause not specifically excluded, occurring at Worksites within the Territorial Limits, in respect of:

- (a) Construction Plant and Equipment - during the Period of Insurance;
- (b) All other Insured Property - during the Construction Period.

##### 2. Defects Liability (Extended Maintenance)

The Insurers will indemnify the Insured in accordance with the Basis of Settlement, against Damage to the Insured Property from a cause not specifically excluded, occurring at Worksites, provided such Damage:

- (a) manifests itself during the Defects Liability Period; and
- (b) originates from:
  - (i) a cause not specifically excluded arising during the Construction Period and at a Worksite; or
  - (ii) an act or omission of any of the Insured parties in the course of complying with the requirements of the Defects Liability Period provisions of the Contract.

#### Insured Operations:

##### Alternative A - All Contracts Transfer Basis

All Contracts of any kind or description undertaken by or on behalf of the Named Insured and:

- 1. commenced during the Period of Insurance; or
- 2. commenced prior to and not completed at the inception of this Policy (or any renewal thereof);

but shall not include Excluded Contracts.

#### Excluded Contracts

Contracts:

- (a) involving high rise construction greater than 5 floors/storeys;
- (b) where the initial estimated Project Value exceeds \$5,000,000;

#### Maximum Defects Liability Period:

12 months any one Contract in respect of the original Defects Liability Period.

<b>Maximum Performance Testing Period</b>	4 weeks any one Contract.																										
<b>Territorial Limits:</b>	<p><b>Material Loss or Damage</b> Anywhere in Australia, including cover for Insured Property whilst in storage and in transit.</p> <p><b>Public Liability</b> Anywhere in Australia</p>																										
<b>Limits of Liability: (General Condition)</b>	<p><b>Material Loss or Damage</b> Limit of Liability any one Event at any one situation:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">1. Contract Works</td> <td style="text-align: right;">\$5,000,000</td> </tr> <tr> <td>2. Existing Structures, Site Huts, Buildings &amp; Office Equipment</td> <td style="text-align: right;">\$200,000</td> </tr> </table> <p>The liability of Insurers will be further limited in respect of any one Event at any one situation as set out in the Sub-limits below. These Sub-limits will apply in addition to the above Limits of Liability.</p> <p><b>Sub-limits – Applicable to Material Damage:</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;"><b>Extensions</b></td> <td style="text-align: right;">\$1,000,000 combined limit in respect of items 2.1(a) to (h)</td> </tr> <tr> <td>(a) Removal of Debris and Other Costs</td> <td></td> </tr> <tr> <td>(b) Expediting Expenses</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>(c) Search and Locate Costs</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>(d) Professionals' Fees</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>(e) Mitigation Expenses</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>(f) Plant Hire Charges</td> <td style="text-align: right;">Not Insured</td> </tr> <tr> <td>(g) Claim Preparation Costs</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>(h) Government and other Fees</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>(j) Insured Property whilst in transit</td> <td style="text-align: right;">\$50,000</td> </tr> </table> <p><b>Public Liability</b> Limit in respect of each Occurrence</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;"></td> <td style="text-align: right;">\$10,000,000</td> </tr> </table>	1. Contract Works	\$5,000,000	2. Existing Structures, Site Huts, Buildings & Office Equipment	\$200,000	<b>Extensions</b>	\$1,000,000 combined limit in respect of items 2.1(a) to (h)	(a) Removal of Debris and Other Costs		(b) Expediting Expenses	\$200,000	(c) Search and Locate Costs	\$200,000	(d) Professionals' Fees	\$200,000	(e) Mitigation Expenses	\$200,000	(f) Plant Hire Charges	Not Insured	(g) Claim Preparation Costs	\$200,000	(h) Government and other Fees	\$200,000	(j) Insured Property whilst in transit	\$50,000		\$10,000,000
1. Contract Works	\$5,000,000																										
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	\$10,000,000																										
<b>Basis of Settlement (Insuring Clause)</b>	In respect of Construction Plant and Equipment: Indemnity Value, however items which are less than 4 years old as at the date of the Event, shall be subject to Reinstatement Value.																										
<b>Policy Wording:</b>	<ol style="list-style-type: none"> <li>1. Vero agreed Contract Works policy</li> <li>2. Vero Legal Liability policy</li> </ol>																										



<b>Excess:</b>	<b>Material Loss or Damage</b>	
	Damage to Insured Property caused by a Major Peril: Damage to Insured Property whilst in transit	
	1. Damage to caused by:	\$1,000
	(a) a defect in material, workmanship, design, plan or specification to the extent it is not excluded by Exclusion 3.3: any other cause other than that stated in 1(a) above and 2 below: Damage to Insured property from any other cause	\$1,000
		\$1,000
		\$1,000
	<b>Public Liability</b> (inclusive of Defence and Other Costs)	\$1,000
	Property Damage	
	Personal Injury:	
	Worker to Worker Liability	\$1,000
	All other claims	\$5,000
		\$1,000

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## Claims Procedure

This section 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 (except where otherwise agreed and noted herein) are to be reported immediately to Baptist Insurance Services. Any claim not lodged within thirty days may not be considered due to late notification.**

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

1. All reasonable steps should be taken following an accident or loss to protect the property or person from any further damage or injury.
2. **Any incident which may give rise to a claim should be immediately reported to Baptist Insurance Services to avoid any potential for denial of liability from underwriters alleging late notification.**
3. Any loss by theft and/or wilful or malicious damage should be immediately reported to the nearest Police station.
4. Comply with the relevant claims procedure specific to the class of insurance for which the claim applies to.
5. Complete the correct claim form and attach all associated claims documents. Where a specific claim form has not been specified, a General Claim Form should be used.
6. Forward claim documentation including any supporting papers to the Insurance Administrator in your State or Baptist Insurance Services.

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.

## Industrial Special Risks

### Property (Material) Damage

Generally, such claims relate to loss or damage to your property which may involve events such as fire, storm, explosion, flood, theft/burglary, malicious damage, etc.

Where there has been loss or damage to your property:

1. Take all reasonable steps to protect property from any further loss or damage.
2. Call the Police or other Emergency Services as required. Any loss by theft or wilful or malicious damage should immediately be reported to the nearest Police Station and details of the attending Police noted.
3. Report **immediately** by telephone to the Insurance Administrator in your State who will advise what further action is required and will forward the necessary claim form.
4. Where required, complete a Claim Form and all claims documents as soon as possible after the occurrence whilst memory of the incident is still fresh in the minds of all concerned.
5. Ensure full cooperation with the Loss Adjuster appointed by your underwriter.

### Business Interruption (BI)

This section relates to the consequential loss of profits that may occur as a result of a material damage loss, covered under the Industrial Special Risks policy.

In the event of a loss, the following steps should be taken:

1. **Immediately** inform Baptist Insurance Services of a potential BI Loss.
2. Consider appointing a Risk Accounting Consultant to represent your interests in:
  - Estimating loss
  - Exploring appropriate loss mitigation initiatives
  - Establish a plan to prepare claims for the purpose of restoring cash flow
  - Assist in managing and responding to requests raised by the underwriter's appointed Loss Adjuster
  - Collate necessary information required by the Loss Adjuster.
4. Set up separate ledger accounts to capture all additional costs.
5. Copy all related invoices and create separate files for the purpose of substantiating any claim.
6. Inform all sales staff to record details of sales orders placed which cannot be met due to interruption.
7. Do all things reasonably practicable to minimise interruption to business



## General and Products Liability

### Under No Circumstances Must Liability Be Admitted Either Verbally Or In Writing

Upon the happening of any incident likely to 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.
2. Advice must be forwarded to Baptist Insurance Services, together with originals of all correspondence received from a third party and any other supporting documentation (e.g. incident report)
3. Where an Incident Report is to be completed, bear in mind the following:

**Be Discreet** – Do not complete the Incident Report in front of the injured person. This may signal that an insurance claim may be possible.

**Be Specific** – Remember, the report you write may be forwarded to your underwriter for assessment and evaluation purposes and may be admitted as evidence in court. Be specific and comprehensive in your details.

**Provide Full Details** – Detail (no matter how trivial it may seem at the time), is the most essential component of your Report. In most instances, if the claim ever reaches a court of law, it may be several years down the track. Nobody will remember the specifics unless you write them down at the time of the Report.

4. No correspondence should be entered into with a third party except acknowledgement of receipt of the claim. The acknowledgement letter should read as follows:

**"Without Prejudice"**

**We acknowledge receipt of your correspondence concerning an incident at [Location]. This is receiving our attention.**

5. Do not give any interview or make any statement to a Loss Adjuster or other person investigating any accident or damage unless such person is acting on behalf of your underwriter.

## “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’ & Officers’ Liability/Company Reimbursement Insurance;
- Management Liability Insurance;
- Professional Indemnity 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 the of 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.

Baptist Insurance Services strongly recommends 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.

## Notifiable Matters

The following provides a practical guide as to notifiable matters:

### 1. Claims

- civil proceedings or written demand against the Company and/or individual insured seeking damages e.g. letter of demand alleging breach of employment practices duty.
- criminal proceedings against the Company 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 Company and/or individual Insured is required to attend or appear at an official investigation, examination or inquiry into the affairs of the Company.

#### **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 the Insurer.
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 underwriter's Claim Forms where required

### **Motor Vehicle**

All Insureds' authorised to drive a vehicle must familiarise themselves with this procedure

1. In the event of an accident:
  - Stop and exchange names and addresses with any other party involved.
  - Record registration number and make of any other vehicle.
  - Ensure that the exact location of the accident is noted, together with times and conditions of Road (e.g. slippery – following heavy rain).
  - Record names and addresses of as many witnesses as possible at the scene of the accident.
  - Report accident to Police if required to do so by State Motor Traffic Law or By-Law.
  - Discussions concerning negligence of either party involved in the accident must not be entered into.
2. **Where damage to vehicle is likely to exceed \$1,000**
  - Immediately obtain repair quotations.
  - Complete the Motor Vehicle Claim Form available from Baptist Insurance Services and forward the completed claim form together with both repair quotations to Baptist Insurance Services.
  - Repairs on the vehicle can commence as soon as it has been inspected and authorisation given by the Loss Adjuster.
  - Any documentation received from Third Parties (e.g. Letters of Demand) should be forwarded immediately to Baptist Insurance Services.
3. **Where Damage To Third Party Vehicle Or Property**
  - Obtain details of third party's Name, Address and Insurance Company.
  - Do not discuss fault or make any admission of liability.
  - Complete Claim Form relating to damage to third party property.
  - Forward Claim Form with any Letter of Demand to Baptist Insurance Services /Insurer.

## Corporate Travel

### Overseas Emergency Assistance

Travel Emergency Cards has been issued by your Corporate Travel underwriter and can be obtained from Baptist Insurance Services.

These cards contain a reverse charge telephone number (as follows) which will allow a traveller to access emergency assistance:

**61 2 8907 5995**  
**Reverse Charge**

Emergency assistance may include one or more of the following services but only if they are considered necessary and organised by your underwriter's Emergency Assistance service:

- repatriation by the most appropriate method including, if necessary, the use of air services. Repatriation will be to the most suitable hospital or to the Insured Person's home address;
- payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany an Insured Person;
- payment of other emergency assistance expenses;
- worldwide 24 hour telephone access;
- emergency travel assistance;
- emergency medical evacuation;
- medically supervised repatriation;
- assistance in replacing a lost or stolen passport;
- legal assistance;
- interpreter access and referral;
- compassionate visit if traveling alone and hospitalised for more than a week;
- assistance in tracing delayed or lost luggage; and
- payment of approved medical services by claims process or redirection of hospital accounts.

### All Other Claims (Non-Emergencies)

1. Where there has been loss or theft/burglary of luggage, personal effects, travel documents, laptop computers, money and credit cards, report the loss to the local police or responsible officer of any airline or vessel on which you are travelling. A copy of the police report or the airline's acknowledgment and their reply for compensation must be retained and forwarded to your underwriter.
2. Complete the Corporate Travel Claim Form and attach additional supporting documentation such as:
  - quotes for replacement baggage
  - overseas medical invoices
  - invoices/receipts for emergency purchases of clothing etc.
  - documentation to support curtailed travel due to illness (e.g. doctors certificate and travel invoices to verify amount claimed)
  - confirmation from airline, hotel and/or police if items are lost or stolen
3. Forward the completed Claim Form, together with all supporting documentation to Baptist Insurance Services together with a short covering summary outlining brief circumstances of the claim.

## **Personal Accident**

### **In the event of injury, an Insured Person must:**

1. Follow medical advice from a legally qualified and registered medical practitioner as soon as possible after sustaining the injury.
2. Promptly advise Baptist Insurance Services of the occurrence.
3. Complete the relevant Claim Form and forward it to Baptist Insurance Services without delay.
4. Undergo any medical examination by a doctor appointed by the underwriter if required.
5. Provide the underwriter with any additional information which they may require about the claim e.g. doctors' report.
6. When lodging a claim, an Insured Person must advise the underwriter of any other insurance that may cover the same injury.

## Duty of Disclosure

In accordance with the provisions of the Insurance Contracts Act 1984 (Cth), you and everyone who is an insured under your policy and/or everyone who arranges insurance on behalf of a business entity and/or body corporate, must comply with the Duty of Disclosure. Make sure that you explain the duty to any other insureds you apply on behalf of and/or to others involved in arranging insurance.

The duty requires you to tell an insurer certain matters which will help it decide whether to offer insurance and, if so, on what terms.

The duty applies at the first application for a policy and on any renewal, variation, extension or replacement of the policy.

The type of duty that applies can vary according to the type of policy.

To assist Baptist Insurance Services in protecting your interests, it is important that you tell us every matter that:

- you know, or
- a reasonable person in the circumstances could be expected to know,
- is relevant to the insurer's decision whether to offer insurance and, if so, on what terms.

Baptist Insurance Services will then assist you in determining what needs to be disclosed to the insurer in order to meet your duty.

Examples of matters that should be disclosed are:

- any claims made in recent years for the particular type of insurance;
- refusal by an insurer to renew a policy;
- any unusual feature of the insured risk that may increase the likelihood of a claim.

Failure to comply with the duty may give the insurer the right to cancel the policy or reduce the amount it pays in the event of a claim. If the failure to comply with the duty is fraudulent, the insurer may treat the policy as if it never existed and pay nothing.

Even if Baptist Insurance Services is handling claims for you, you must disclose these matters on your proposal. Baptist Insurance Services cannot complete or add to your proposal in any way.

If you are uncertain about whether or not a particular matter should be disclosed, please contact Baptist Insurance Services.

The Duty of Disclosure must be taken seriously as it may affect your right to claim.

The history of losses suffered and claims made by the party seeking insurance, or any person, firm or company closely associated with that party, is one of the principal matters to be disclosed. It is therefore imperative that you maintain an up-to-date record of all such losses and claims.

Whilst Baptist Insurance Services will maintain records of all losses reported to us during the term of our appointment as your representative, we do not accept responsibility for obtaining details of prior losses or for checking in any particular instance that you have made proper and complete disclosure.

We recommend you:

- supply all management and senior staff with a copy of the Duty of Disclosure Notice;
- emphasise to them that the Duty of Disclosure applies not only at inception of the insurance, but also when policies are altered or renewed;
- point out to them that disclosure is most important in matters touching upon past claims, cancellation of insurance covers, premium penalties and any other matters which may influence an underwriter's acceptance of the risk such as criminal convictions or insolvency of previous companies; and

- have a system in place which ensures that all relevant matters come to their attention.

## Waiver of Rights

Some policies contain a clause that limits or excludes claims where the insured has limited its rights to recover a loss from another party in circumstances where that other party is responsible for the loss. For example, this may happen where the insured has entered into a contract limiting the liability that the other contracting party would have been under in the absence of the contract.

If you have entered into, or propose to enter into a contract which might limit rights against another contracting party, please let Baptist Insurance Services know, so that we can advise you about how the agreement affects, or will affect, your cover.

## Claims Made Policies

Directors' and Officers' Liability and Professional Indemnity policies and some other liability policies are written on a "Claims Made" basis.

This means that they cover only those claims made against you during the period of insurance. In some cases you must also notify the insurer of the claim during the period of insurance.

A Claims Made policy does not provide cover in relation to:

- claims made after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- claims notified or arising out of circumstances notified under any previous policy;
- claims made against you prior to the commencement of the period of insurance;
- claims arising out of circumstances noted on the proposal form for the current period of insurance or on any previous proposal form; and
- events that occurred prior to the retroactive date of the policy (if such a date is specified).

However, where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts, but before the expiry of the period of insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance. For this reason, you must send us written notice during the policy period of any facts or events that might give rise to a future claim. If you do not, you may not have cover if a claim arises later.

Upon expiry of the policy no further claims can be made hereunder and the need to maintain insurance or the arrangement of run-off cover is essential.

## Occurrence Basis Policies

Combined General Liability, Industrial Special Risks, Travel, Contract Works, Marine policies and some other policies are written on an occurrence basis.

This means when there is an incident/occurrence giving rise to a claim, the policy that responds is the policy that was in force at the time of the incident/occurrence.

## Interests of Other Parties

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy.

Generally, the safest course is to have all interests in all property insured noted on each policy.

## Utmost Good Faith

Every contract of insurance is based on the principle of utmost good faith, requiring each party (which means both you and the insurer) to act towards the other party in respect of any matter arising under the contract, with the utmost good faith. If you fail to do so you may prejudice your rights under the policy and in particular, any claim.

## Change of Risk or Circumstances

It is important that you advise Baptist Insurance Services of any material alterations to your business or products or indeed of any development which may have a bearing on the adequacy of your Insurance Program.

Your insurers have assessed and accepted your risks at an agreed premium on the basis of information provided during the placement and/or subsequent renewals of your insurance policies. Any variation of those details, if not advised to them, could prejudice the insurance cover.

The following list may be used as a guide to activities that should be notified to Baptist Insurance Services when they are being proposed or when they occur so that action can be taken to ensure your interests are adequately protected. It is by no means a complete list so, when in doubt, contact Baptist Insurance Services for guidance:

- Acquisition of new companies and/or mergers and/or joint ventures (including sale or disposal of subsidiary companies).
- Purchase, construction or occupancy of new premises, alteration, vacation, temporary unoccupancy, extension or demolition of existing premises. Details of any new building or alteration work should be advised during the planning stage.
- Proposed installation of significant items of plant, machinery or equipment.
- Increase in value in excess of insured limits for buildings, plant and stock.
- Substantial removal of stock or equipment to other locations.
- Contractual liabilities (i.e. leases, hiring agreements), particularly any contracts which impose greater than usual liabilities.
- Granting of indemnities or hold harmless agreements e.g. lease agreements, contracts for supply or maintenance of fire protection and/or burglary protection equipment.
- Changes in processes, property occupancy, products or extension of business operations, including new products or processes.
- Alteration, amendment to or disconnection of fire or burglary protection systems.
- Charter or operation of aircraft or waterborne craft, other than ordinary commercial passenger travel.
- Developments involving establishment or extension of overseas operations or export of products.
- If Fidelity Guarantee (or Employee Theft) is insured, any alteration to the system of checks, supervision, audits and the like must be advised to insurers immediately.
- Issuance of any shares, debentures, ADRs; issuance of a prospectus or Information Memorandum; listing on a stock exchange; issuance of public or private offerings.
- Advice of other activities which could affect the nature of the risk originally accepted by insurers.

Early notification of development projects at the planning stage will enable Baptist Insurance Services to further assist you by:

- developing a sound and economical approach to construction insurance;
- reviewing indemnity and insurance clauses of contracts to ensure they are drafted in your best interests and do not prejudice your insurance program;



- mutually analyzing and agreeing upon standards of fire protection and security;
- Baptist Insurance Services advising you on important aspects of Safety and Risk Management;
- mutually analyzing your exposure to financial loss if the project is delayed, to determine your need for Advanced Business Interruption Insurance.

## **Mis-statement of Premium**

Every effort is made to determine the correct amount of premium and statutory charges that apply to your insurance. In the event that Baptist Insurance Services mis-state that amount (either because we have made an unintentional error or because a third party has mis-stated the amount), we reserve the right to correct the error.

By instructing Baptist Insurance Services to arrange insurance for you, you agree, where permitted by law, that you shall not hold Baptist Insurance Services responsible for any loss that you may suffer as a result of any such mis-statement.

## **Terrorism Insurance Act 2003**

The Terrorism Insurance Act 2003 (the Act) deems terrorism cover into certain commercial insurance policies – eligible insurance contracts – covering eligible property in Australia.

In broad terms, the Act applies to non-residential buildings, structures, other works and their contents. Business Interruption covers which relate to the ownership or occupation of such property, and liability policies, to the extent that the liability arises from the ownership or occupation of such property, are also embraced by the legislation.

To qualify as an eligible insurance contract, a policy must be subject to a terrorism exclusion. Upon an event being deemed a declared terrorism incident by the Government, the Act renders terrorism exclusions inoperative and insureds may lodge claims with their insurers for losses caused by the terrorist incident. Apart from the terrorism exclusion, all other terms and conditions of policies deemed to be eligible insurance contracts remain the same.

Policies which contain an Act of Terrorism exclusion and which are designated an eligible insurance contract in terms of the Terrorism Insurance Act, are generally identified accordingly. Subject to all other terms and conditions of policies so designated, coverage is amended to the extent provided by the Terrorism Insurance Act 2003.

### ***Importance Notice***

**This coverage summary has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policies.**