

INSURANCE HANDBOOK

OF

THE LUTHERAN CHURCH OF AUSTRALIA INC. INSURANCE FUND

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Produced by
THE LUTHERAN LAYPEOPLE'S LEAGUE OF AUSTRALIA INC
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in cooperation and conjunction with



Aon Risk Services Australia Limited

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SCHEDULE OF INSURANCE COVER

<u>Class of Insurance</u>	<u>Maximum Cover</u> \$	<u>Excess</u> \$
Industrial Special Risks (Property Insurance)		
Flood (\$20m any one event and in aggregate)	20,000,000	100
Fire, earthquake	Full Cover	100
Wind, rainwater, hail damage (to property in open air, including shade sails, Gates, fences, retaining walls, textile awnings and blinds)	100,000	100
Malicious damage	Full Cover	100
Burglary- forced entry	250,000	100
Theft - no signs of forced entry	250,000	500
Theft of property in the open air	50,000	500
Accidental damage	2,000,000	500
Loss of money (cover doubles for a fair/fete)	40,000	100
Glass	Replacement Value	100
Goods in transit (Cover limited to incidental movement within Lutheran properties)	60,000	100
Fusion of motors (5HP or under)	5,000	100
Loss of land value, Temporary accommodation expenses	250,000	100
Clearance of drains, exploratory costs	250,000	100
Landscaping	500,000	100
Extra costs of reinstatement	2,000,000	-
Business Interruption		
Increased cost of working	10,000,000	-
Claims preparation cost	500,000	-
Loss of gross revenue, including payroll (Aged Care \$40m)	10,000,000	-
Loss of rent	500,000	-
Closure by Public Authority (Infectious disease)	5,000,000	-
Isolation by landslide or flood	10,000,000	-
Liability Insurance		
	<u>Aggregate Cover</u>	
Public Liability/Products Liability	100,000,000	5,000
Liability relating to molestation	5,000,000	50,000
Professional Indemnity (\$15,000,000 any one claim)	30,000,000	2,500
Directors and Officers	20,000,000	5,000
Directors and Officers Supplementary Legal Expenses (\$1,000,000 any one claim)	2,000,000	Individual 1,000 Organisation 5,000
Employment Practices Liability	2,000,000	10,000
Statutory Liability (\$2,000,000 any one claim)	4,000,000	Individual 1,000 Organisation 5,000
Corporate Crime	2,000,000	25,000
Corporate Travel	See page 19 of the Handbook	
Voluntary Workers	See page 20 and 21 of the Handbook	

N.B. ALL OF THE ABOVE COVERS ARE AUTOMATICALLY INCLUDED IN THE PREMIUM PAYABLE.

INSURANCE HANDBOOK

FOREWORD

The LCA Insurance Fund (the Fund) is administered on behalf of the Lutheran Church of Australia by The Lutheran Laypeople's League of Australia Inc (LLL).

This handbook is designed to provide a brief understanding of the extent of protection given by each policy, and the procedures necessary in the event of a claim or disaster. This Handbook is not intended to take the place of the actual policy documents and in all cases the policy wording will take precedence.

All inquiries should be addressed in the first instance to:

- Insurance Manager
Mr Graeme Tscharke
LLL
P O Box 45
NORTH ADELAIDE SA 5006

Telephone: (08) 8360 7200
Direct : (08) 8360 7223
Fax: (08) 8267 1722
Email : graeme.tscharke@lll.org.au

OR

- AON Risk Services
Level 10, 63 Pirie St
ADELAIDE SA 5000

Telephone: (08) 8301 1111
Fax: (08) 8301 1100

LOSS PREVENTION AND CONTROL

Loss Prevention and Control is designed to assist Property Committees in protecting the property under their care and the safety and health of persons who use the premises.

In spite of care taken, losses cannot be totally eliminated, although they can be kept to a minimum by an understanding of the hazards and proper safety measures.

COMMON HAZARDS AND CAUSES OF FIRE

1. **Heating systems misuses:** defective or overloading of equipment when attempting to heat a church or hall in a short time.
2. **Incinerators:** burning of rubbish.
3. **Electrical Faults:** arcing in motors or faulty wiring, and equipment left switched on.
4. **Smoking cigarette butts** not correctly extinguished.
5. **Lightning:** common cause of many fires.
6. **Grass:** long or dry grass around church.
7. **Arson** is becoming an increasing problem.
8. **Housekeeping:** remove rubbish & unwanted items in or around the buildings.

These are some of the hazards that can result in a serious fire and through awareness of these hazards and others; a conscious effort can be made to reduce the possibility of a fire. The following check-list should be of assistance:

CHECK LIST

1. Do heating systems have adequate capacity to heat the church and hall in the time required, without overloading the unit? To test, turn radiators on one at a time.
2. Is the heating system checked for damaged and burnt-out parts on a regular basis (at least once per year) by a qualified tradesman or inspector?
3. Are heaters positioned away from any combustible surface?
4. Are boilers equipped with pressure relief valves?
5. Are boilers inspected regularly by a qualified inspector?
6. Are all fuses on lighting circuits of proper size as marked on the fuse panel?
7. Are all alterations of electrical installations made only by a qualified electrician?
8. Are wiring and electrical equipment checked regularly for defects?

9. Does the incinerator have a spark arrester or a cover to prevent ash blowing out?
10. Are incinerators located away from fences and other combustibles?
11. Is the grass around the incinerators and buildings cut short?
12. Have fire extinguishers of the correct type been installed? Is proper supervision and instruction given in the use of these extinguishers? Are they maintained in accordance with manufacturers' specifications?
13. Is the building, particularly the steeples, spires and towers properly equipped with a system of lightning rod protection?
14. Is there an adequate number of metal receptacles placed around rooms to enable cigarette butts to be properly extinguished? Is smoking permitted in the buildings?
15. Is the property well maintained, and does it give the appearance of being cared for?
16. Do trees or branches and the like overhang buildings, incinerators etc?
17. Is outside storage kept well away from building, eg waste paper collections?
18. Is there a fire blanket in the hall kitchen or canteen?
If the answer to any question is "No" take immediate steps to rectify the situation.
19. Are the premises fitted with an Electrical Safety Switch?
20. Do you have smoke detectors installed?
21. Are all exits adequately signed and does the signage illuminate in the dark? If the Answer is "No" take immediate steps to rectify the situation.

THEFT AND VANDALISM

Due to the very nature of a church, being unattended for much of the time, it is particularly prone to theft and vandalism.

It is important that all buildings be securely locked when unattended, security lighting maintained and all members of the congregation be asked to watch out for anything unusual when they are passing.

1. Have locks on the external doors been checked to ensure that they are effective, provide protection and are of a type suitable for a church, ie use deadlocks not nightlatches?
2. Are there window locks or stops on all windows that open?
3. When locking up, check that all windows and doors are securely locked.

4. Is the construction of doors and windows sturdy?
5. Has the key been left in the meter box or similar hiding place? Issue keys only to those who have to have them. Make sure keys do not have identification on them. Keep a register of people who have keys so they may be recovered when necessary.
6. Is security lighting installed? Does the security lighting have a time switch to automatically switch on some lights? If you fit movement detectors to lights, you can cut your power bills yet still make intruders feel unwelcome.
7. Are all ladders and tools securely locked away? Sheds are a favourite target for thieves. Shed windows should be fitted with mesh screens on the inside and have good quality locks.
8. Engrave all valuable items with the name of your church. Engraved items are avoided by thieves as they are difficult to sell.
9. Are all lead light glass and stained glass windows protected by a mesh grille or clear plastic/perspex screens?
10. Is money, or communion silver or the like left on premises without reasonable security? Avoid leaving money on premises overnight. Consider a bank night safe or other secure repository.
11. Signs on entry doors advising that no cash is kept on the premises and that all electronic equipment has been engraved also deter thieves.
12. Alarm systems are a powerful deterrent to most thieves. They are particularly useful if your church has been broken into before or if you have valuable equipment on the premises. Don't forget to fit signs on all buildings to indicate the presence of an alarm system.
13. Store electronic and valuable equipment in locked cupboards within the building.

PUBLIC LIABILITY

We have all read in the daily papers of accidents due to the negligence of one party, and of another party suffering property damage and/or personal injury as a result. In view of the pain and suffering involved to the individual and large court awards being made, it is essential that accidents in this area be controlled and kept to a minimum.

The law of liability is so broad that it is not possible to supply a complete checklist. However, the checklist on the following page is a guide as to a few of the types of hazards to look for:

CHECK LIST *(PUBLIC LIABILITY)*

1. Do floors, stairs and aisles have a smooth, non-slip surface, uncluttered and free of obstruction?
2. Are buildings well maintained with no loose boards or bricks, etc to injure people?
3. Is there sufficient lighting on stairs and steps and is external lighting adequate?
4. Are handrails or banisters fitted and are they sufficiently strong?
5. Are treads on stairs and steps worn?
6. Are there adequate means of exits in an emergency and are these exits free from obstruction? Ensure exit signs illuminate in the dark.
7. Do all exit doors open outward?
8. Are there any low protruding walls or other protruding objects that people could trip over or bump into? E.g. pavers that have lifted.
9. Is the property on which the church or other buildings situated well kept, ie grass mown.
10. Is proper supervision/instruction given in the use of mowers, chainsaws, etc?
11. Are all entries to and exits from car parks safe for pedestrians and traffic?
12. Is all glass in low windows and doors marked or protected?
13. Is the storage of flammable and toxic substances in accordance with relevant regulations? Is there a first aid kit and is it up to date and properly stocked?
14. Ensure necessary background checks have been undertaken for volunteers and workers.
15. Are your volunteers physically able to carry out the tasks they undertake? Do they require training for the work they undertake? Any tasks involving high risks, eg use of machinery, climbing to significant heights should be undertaken by paid contractors.

NB: LOSS PREVENTION AND CONTROL is primarily concerned with pre-loss consideration - not post loss 'patching up'. Loss Prevention and Control is as the name states - identification and evaluation of risks before they become losses.

Members of a Property Committee have the responsibility to protect and manage the Church property. As such, it is necessary for them to carry out the ongoing role of risk identification and evaluation to protect and prevent personal injury and suffering before the damage or injury occurs. Investigation should be undertaken by the property committee into your States Occupational Health Safety & Welfare Act requirements to ensure the environment for which they are responsible is not in breach of this Act.

DISASTER PLAN

In the event of disaster or emergency it is essential that telephone numbers and addresses be known of the nearest Services. The telephone numbers of the following should be displayed prominently, together with the location of the nearest telephone.

- **HOSPITAL/AMBULANCE**
- **DOCTOR**
- **POLICE STATION**
- **FIRE BRIGADE**
- **STATE EMERGENCY SERVICE**
- **ELECTRICITY**
- **GAS**
- **WATER**

It is also essential that all exits in church halls and the like be clearly shown.

- Be aware of, and comply with, Department of Health requirements for public halls.
- Have an Emergency Evacuation procedure and decide where people are to assemble in safety, in case of fire, gas leak, bomb threat, etc. Carry out a test run at least once a year so that everybody is aware of what to do should an actual emergency arise.
- Be aware of, and comply with Occupational Health, Safety & Welfare Laws and Food Handling Laws in your State & Local Government Area.
- Ensure that people who have mobility issues (aged, disabled) are given assistance during the Evacuation procedure and that they do not block exits.

INDUSTRIAL SPECIAL RISKS

(PROPERTY INSURANCE)

This policy provides protection against loss or damage to buildings and contents. The limits relating to this cover are shown on the Schedule of Insurance Cover.

BUILDING AND CONTENTS

Building and contents means all real and personal property belonging to the insured or held in trust for which the insured shall have assumed responsibility during the period of insurance anywhere in Australia.

Included in the Industrial Special Risks Policy are:

- Rewriting of records
- Fire Extinguishment Costs
- Architects, Surveyors and other Professional Fees
- Removal of Debris
- Additional costs in reinstating or replacing property

BASIS OF SETTLEMENT

Reinstatement and/or Replacement as follows:

1. Where property is destroyed, in the case of a building, rebuilding it, or in the case of other property, replacing it by similar property, in either case, to a condition equal to but not better or more extensive than when new;
2. Where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

EXCESSES

Refer Schedule of Insurance Cover (page 2)

All claims as a result of a **named Cyclone** have a \$25,000 excess per event

Please note that **burglary claims** (premises broken into) attract a \$100 excess and **theft claims** (no forced entry) \$500 excess.

SPECIAL NOTE

Automatic increases will generally be applied to the total replacement value of buildings and contents to allow for increasing costs due to inflation and the increasing costs of building. (Escalation clause).

The insured value must reflect the full current replacement value of buildings and contents. (Unless other arrangements have been made with the Fund.)

SUMMARY OF MAJOR EXCLUSIONS

- Property of employees or members of the public;
- Jewellery, precious stones, furs, precious metals or bullion;
- Registered motor vehicles;
- Aircraft, powered watercraft;
- Any boiler and/or vessel under pressure in respect of which a certificate is required to be issued under the terms of any statute or regulation;
- Money or goods stolen from unlocked, unattended vehicles.

DAMAGE DUE TO:

- Wear, tear, gradual deterioration or developing flaws;
- Moth, vermin, termites or other insects;
- Dampness of atmosphere or variation in temperature;
- Normal settling and normal shrinkage or expansion of buildings, foundations, pavements, roads and the like;
- Error, omission in design, plan or specification or normal making good;
- Unexplained or inventory shortage;
- War, invasion, act of foreign enemy, hostilities or warlike operations;
- Any consequence of confiscation or nationalisation or requisition of any Government or Public or Local Authority;
- Nuclear weapons, material, fuel;
- Damage to machinery caused by mechanical, electrical or electronic breakdown, mechanical derangement, malfunction or failure.
- Any fraudulent or dishonest act committed by an employee.

BUSINESS INTERRUPTION (or Consequential Loss)

This section of the policy provides cover for loss of income and additional expenses that arise following damage that is claimable under the ISR Policy (Property Insurance policy) as follows:

- Increased costs of working (additional expenditure incurred for the sole purpose of avoiding or diminishing any reduction in turnover.- \$10,000,000
- Claims preparation costs (Professional fees and other expenditure payable for the preparation of claims)- \$500,000.
- Loss of rent \$500,000
- Insurable Gross Revenue – Aged Care - \$40,000,000
Insurable Gross Revenue – All other locations \$10,000,000

CLAIMS PROCEDURE

GENERAL INFORMATION FOR PROPERTY CLAIMS

1. Report any act of malicious damage, burglary/theft etc to the Police. A copy of the Police report or report number must be included with the claim form. In signing the claim form for a burglary or theft claim you have agreed to notify the LCA Insurance Fund immediately if any of the stolen property is recovered. You have also agreed (at the discretion of The Fund) to return the goods to The LCA Insurance Fund or to refund the amount of money received in compensation.
A **burglary** claim is where an item/s has been stolen and there are signs of forced entry. A **theft** claim is where there is no sign of forced entry.
2. Notify the LCA Insurance Fund as soon as practicable but within 14 days of an event likely to result in a claim whereupon instructions will be given regarding the procedure to be adopted. Eg for claims exceeding \$5,000 several quotes may be required, or a claims assessor may need to be appointed to assist you.
3. Pay accounts in full. We will make reimbursement upon receipt of a completed claim form and copies of paid invoices.
4. All documentation must be submitted to -

Insurance Manager
Mr G K Tcharke
P O Box 45
NORTH ADELAIDE SA 5006
5. In order to contain insurance premiums The Fund pays all property claims under **\$10,000**. It is common practice for repairers to inflate their charges when insurance is involved, so **you should remind them that the Church is meeting the cost of repairs.**

WATER DAMAGE CLAIMS TO CARPETS

Immediately phone a carpet firm to have the damaged carpet lifted and ensure they take necessary steps to have the carpet dried and stretched.

In the event of the carpet shrinking to the extent it cannot be re-laid obtain two (2) quotations for its replacement. The new carpet should be identical to the damaged carpet. Should the carpet firm have difficulty in obtaining an identical carpet, quotations should be obtained for replacement with one of a similar quality.

MOTOR VEHICLE

The Policy provides cover for loss of or damage to motor vehicles and includes Third Party Legal Liability on all classes of motor vehicles owned, leased, hired or operated by a Lutheran Church or Lutheran Institutions anywhere in the Commonwealth of Australia.

The Policy includes protection for:

- Accessories up to \$5,000. And the reasonable cost of sign writing if applicable
- Automatic additions (refer special note below)
- **Employees and volunteers** using their vehicle on employer's business. Maximum \$30,000. any one loss. Standard excess applies.
- Repatriation expenses if more than 250 km from usual place of garaging (up to \$1,500)
- Cost of temporary hire following theft or accident. (up to \$100 per day - max \$5,000)
- New replacement of vehicles up to 5 tonnes written off within 2 years of original registration.
- Vehicles up to 3.5 tonnes nil excess applies to **windscreen/window** claims. Goods carrying vehicles or buses/coaches over 3.5 tonnes standard motor vehicle excess applies. Buses and coaches with a value over \$200,000 – windscreen excess nil if under 2 Tonne and \$1,000 if over 2 Tonne.
- Removal and delivery expenses \$25,000 and removal of debris/clean up costs \$25,000.

BASIS OF SETTLEMENT

- Market value at the time of loss (limited to \$10,000,000 any one event)
- Third Party Liability Limit \$30,000,000

SUMMARY OF MAJOR EXCLUSIONS

- Vehicles driven or in charge of any person under the influence of drugs or intoxicating liquor
- Racing, pacemaking, speed or reliability trials, stunt, rallying or hill climbing activities
- Unsafe/ un-roadworthy vehicles or exceeding designed load
- Unlicensed drivers – unlawful use
- Carrying passengers for hire, fare or reward
- Nuclear and allied perils - including war and acts of terrorism.

EXCESSES

Vehicles up to 2 Tonne \$250. Buses up to 10 Tonne \$500. Vehicles between 2 and 10 Tonne \$500
Vehicles over 10 Tonne \$1,000. Caravans \$250. Trailers, capacity up to 2 Tonne \$100. Tractors, earthmoving vehicles, mobile equipment, mowers \$300. Buses/Coaches with a value over \$200,000 excess \$2,500

Plus additional excesses for youthful and inexperienced drivers

(\$750 For drivers aged 21 to 24 and or drivers over 25 & licensed less than 2 years)

(\$850 For drivers aged under 21 years)

SPECIAL NOTE

Any additional vehicles or changes of vehicles must be notified to the LCA Insurance Fund immediately, using: http://www.lll.org.au/html_services/pdfs/vehicle_schedule.doc

CLAIMS PROCEDURE

If an accident happens - exchange names, addresses & registration numbers with other persons involved. Note the location of the accident, time & date, road, weather etc and obtain names & addresses of any witnesses. Report the accident to the Police if required by law.

For details of Motor Vehicle and Windscreen claims procedure please refer to www.lll.org.au/insurance

NO ADMISSION OF LIABILITY IS TO BE GIVEN AND ANY CORRESPONDENCE FROM A THIRD PARTY SHOULD BE SENT TO THE INSURER.

LIABILITY INSURANCE

PUBLIC AND PRODUCTS LIABILITY

This policy provides protection for your legal liability to the public (third parties) for bodily injury and/or damage to property and protects all persons or committees for whom the Church is legally liable.

Public Liability covers any organised activity of congregations, schools, rest homes, Lutheran institutions anywhere in the World. These activities may include a fete, excursion, picnic, seminar, social event, tour, youth activity, catering and the like.

THIRD PARTY - You have a duty of care to anyone who comes onto your property whether they should be there or not (called occupiers Liability).

PERSONAL INJURY - You have a responsibility to provide a safe environment for members of the public. The humble slip and fall on a wet surface is a major cause of liability claims.

PROPERTY DAMAGE - Damage to a third party's property caused by negligence of the insured. Eg a stone is flicked up by a mower and damages the windscreen of a car.

NEGLIGENCE - The public liability policy is **not** a general accident policy where anyone who injures themselves on your property can make a claim. Negligence on behalf of the insured, its employees or volunteers would have to be proven by the claimant.

Products Liability forms part of the public liability policy and relates to liability for goods sold or supplied. For example, this cover comes into play when the insured is involved in the preparation or distribution of food. If that food is in some way contaminated and sickness occurs to a member/s of the public, a claim may result. Claims have also resulted from foreign objects being found in food.

SUMMARY OF MAJOR EXCLUSIONS

1. Damage to property owned by, leased or rented by the Insured.
2. Claims arising from the use of any aircraft; or watercraft exceeding 5 metres in length
3. Claims relating to **asbestos** and **asbestos** related products.
4. Claims arising from war or warlike activities, including invasion, rebellion or terrorism.
5. Liability assumed by you under any agreement or contract.
6. Claims relating to pollution or contamination.
7. **Known Offenders Exclusion** – (relates to sexual abuse cover) Excludes cover where the Insured ought reasonably to have known the perpetrator had previously committed, been convicted or had been the subject of a prior complaint in respect of sexual abuse.
8. Claims arising from the organisation of and/or participation in bungee jumping, parascending, hang-gliding, parachuting, base jumping, abseiling, white water rafting, motor races, rallies and like events, except where agreed in writing by the Insurer.

When engaging, or appointing new employees, representatives, members or volunteers, please ensure you have:

- For non volunteers, inquired with two referees as to their suitability for the role/position.
- Inquired with their previous employment as to their suitability for the role/position.
- Inquired of them whether they have ever been convicted or investigated for sexual abuse, assault or a sexual offence of any kind.

- Asked them to sign an authority allowing you to conduct a search to determine whether they have a criminal record.
- Not placed unknown volunteers in a position of trust within their first six months of joining your organisation.
- The two-person rule in place at all times.

With existing employee representatives, members and volunteers, please ensure you:

- Investigate fully any complaint regarding any alleged sexual abuse, assault or offence.
- If appropriate, remove that person from their role or position.

PROFESSIONAL INDEMNITY

1. **EVENTS COVERED** - The Insured is indemnified against a civil claim for a breach of professional duty from any negligent act, error or omission.
The cover includes all ministers, teachers, nursing staff (Registered Health Professionals as defined in the Act) social workers and any other staff or voluntary workers who act in a professional qualified capacity.
2. **EXTENSIONS**
 - a) Libel, and slander and dishonesty
 - b) Loss of documents.
 - c) Indemnity to Boards & Councils, Students, fundraising, Sporting & Social Clubs.

SUMMARY OF MAJOR EXCLUSIONS

- a) Claims arising from ownership, possession or use of an aircraft, watercraft or any other vehicle.
- b) Claims resulting from bankruptcy, insolvency or liquidation.
- c) Any wilful breach of statute, contract or duty.
- d) Liability arising from the existence of asbestos.
- e) Claims arising from nuclear risk, war or warlike activities or terrorism.
- f) Claims relating to molestation or abuse.
- g) Claims relating to liability assumed under contract.

EXCESSES

- Public Liability, Products Liability claims \$5,000 per event
- Professional Indemnity claims..... \$2,500 per event
- Molestation claims (retro-active date 1.1.1986) \$50,000 per event

LIABILITY CLAIM PROCEDURE

AT NO TIME SHOULD LIABILITY FOR THE INCIDENT BE ACCEPTED OR ADMITTED EITHER VERBALLY OR IN WRITING.

It is essential for the insured to report potential claims to the LCA Insurance Fund immediately for the following reasons:

- The insurer’s solicitor can be appointed immediately to protect the interests of the insured.
- The insurers may be able to resolve the matter at an early stage.

- The potential claim is taken out of your office.
- Statements taken at the time of the incident are of greater use in defending a lawsuit than recollections months later.
- Complete a detailed report on the matter/incident. The report should include full details of the incident, name of the Lutheran Church entity, third party name, date of incident and witness statements. We will also need to be advised if there has been, or will be legal representation engaged. Attach any letters of demand that you may have received from any Third Party (ies). **DO NOT REPLY TO THESE LETTERS OR TRY TO DEFEND ANY CLAIM BY YOURSELF.**
- No correspondence should be entered into with a third party except acknowledgment that you have received the claim/incident.
- Do not give an interview or make any statements to a Loss Assessor or other person investigating any incident unless such person is acting on behalf of our Insurer.
- Any further letters, demands, writs or other legal documents are to be forwarded UNANSWERED immediately to the LCA Insurance Fund.

A claim for damages involving a child may be made many years after the incident so keep all records in a safe place.

SUMMARY OF COVER PROVIDED

The following table provides information on the cover automatically included for Committees, Voluntary Workers and Employees.

Type of Cover	Employees	Voluntary Workers	Members of Committees, Councils and Boards
Public Liability	Yes	Yes	Yes
Professional Indemnity	Yes	Yes	Yes
Personal Accident	No	Yes	Yes
Directors and Officers	Yes	No	Yes
Corporate Travel	Yes	Yes	Yes
Employment Practices	Yes	No	Yes
D & O Supp Legal Expenses	Yes	Yes	Yes
Statutory Liability	Yes	Yes	Yes

DIRECTORS AND OFFICERS LIABILITY

EVENTS INSURED

Provides protection to employees, ministers, elders, treasurers, directors & members of committees, councils & boards against personal liability they may incur arising out of **wrongful acts** committed, or alleged to have been committed by them in the course of their duties.

Wrongful acts are defined as "any actual or alleged breach of trust, breach of duty, neglect, error, misstatement, misleading statement, omission or other act wrongfully committed or attempted by the Insured Officers or any matter claimed against them solely by reason of their being in their respective capacities".

Legal actions against directors & officers can arise from a number of causes including:

- Wrongful dismissal of employees
- Discrimination, or breaches of the Equal Opportunities Act
- Harassment, including sexual harassment
- Financial mismanagement
- Unintentional infringement of copyright, trade mark, registered design, patent right, plagiarism or unintended breach of confidentiality.

LIMIT OF INDEMNITY

\$20,000,000

Excess

\$5,000 for LCA reimbursement to officers

MAJOR EXCLUSIONS

Deliberate, dishonest, fraudulent, criminal or malicious conduct of a Director or Officer.
Actions brought by or on behalf of any director or officer against another director or officer.
Losses arising from, or attributable to bodily injury, sickness, disease or death of any person.
Destruction of or damage to tangible property.
Seepage, pollution or contamination, war, invasion or terrorism.

CLAIMS PROCEDURE

Should circumstances arise which may result in a claim, immediate notification should be given to the LCA Insurance Fund (refer page 14) Delayed notification may result in The Insurer refusing to accept the claim.

STATUTORY LIABILITY

This policy provides cover in the event a Church organisation has a fine imposed for breaches of legislation. (OH & S, Environmental Law.) Cover is effective from the time court action begins.

This policy will provide cover to a maximum of \$2,000,000 any one claim and \$4,000,000 in the aggregate. (\$1,000 excess on Insured Person & 10% thereafter or \$5,000 on a Named Organisation and 10% thereafter) where there are reasonable grounds for defence of the claim. Retroactive date 30.6.05 (inception date of the policy)

CLAIMS PROCEDURE

Should circumstances arise which may result in a claim, immediate notification should be given to the LCA Insurance Fund. Delayed notification may result in The Insurer refusing to accept the claim

SUPPLEMENTARY LEGAL EXPENSES COVER

This policy provides cover for legal expenses incurred by the organisation &/or its directors & officers in defending:

- Occupational health & safety prosecutions.
- Environmental authority prosecutions.
- Alleged wrongful dismissal.
- Harassment charges & discrimination claims.

This policy will provide cover to a maximum of \$1,000,000 any one claim and \$2,000,000 in the aggregate. (\$1,000 excess on the Insured Person & 10% thereafter or \$5,000 on the Named Organisation and 10% thereafter) where there are reasonable grounds for defence of the claim. This policy **excludes** claims relating to molestation or sexual abuse, failure to pay debts incurred or financial obligations, terrorism, and asbestos related matters.

CLAIMS PROCEDURE

Should circumstances arise which may result in a claim, immediate notification should be given to the LCA Insurance Fund. Delayed notification may result in The Insurer refusing to accept the claim.

EMPLOYMENT PRACTICES LIABILITY

This policy will cover your organisation, its directors & employees if a claim is brought by, or on behalf of, a current, prospective, or past employee for a broad range of allegations, including:

- Actual or wrongful dismissal, demotion, discharge or termination of employment.
- Wrongful failure to promote or employ.
- Breach of any oral or written employment contract or quasi-employment contract.
- Employment related misrepresentation.
- Violation of employment discrimination laws (including harassment).
- Defamation, Libel and Slander.
- Oral or written publication of material that slanders, defames or libels an employee or violates or invades an employee's right of privacy.
- Sexual harassment.

LEVEL OF COVER

\$2,000,000 any one claim and in the aggregate (\$10,000 excess) - Australia wide cover.

POLICY FEATURES:

- Actions brought against the employer are covered anywhere in Australia.
- Past, present or future employees appointed by your organisation.
- Written demands for monetary damages in civil proceedings in Australia & overseas. It also extends to cover an arbitration, administrative or regulatory proceeding.
- Coverage for mental anguish and emotional distress.
- Coverage for breach of contract.

CLAIMS PROCEDURE

Should circumstances arise which may result in a claim, immediate notification should be given to the LCA Insurance Fund (refer page 14). Direction should be sought from the Insurer before any legal representation is engaged or negotiation to settle with the claimant takes place.

CORPORATE CRIME

EVENTS INSURED

1. **Employee theft cover** – Insurance for losses of money or securities that have been embezzled by an employee through acts of theft, fraud or dishonesty.
2. **Premises cover** – Insurance for losses of money or securities that are unlawfully taken, destroyed, or disappears from the Insured's premises. Insurance also extends to property lost in a robbery or safe burglary that occurs on premises.
3. **In Transit cover** – Insurance for money or securities that are unlawfully taken, (robbery) destroyed, or disappear while being transported.
4. **Forgery cover** – Insurance for losses resulting from forgery or alteration of a financial instrument, such as a cheque or draft.
5. **Computer fraud cover** – Insurance for loss of money, securities, or property, such as inventory, at the hands of a computer hacker.
6. **Funds transfer fraud coverage** – Provides insurance if a financial institution transfer's money or securities based on fraudulent documentation purported to have been sent by the Insured.
7. **Counterfeit currency fraud cover** – Protects against fraud committed on the insured causing it to accept any postal or money order issued or counterfeit Australian currency.
8. **Credit card fraud cover** – Provides protection for forgery or alteration of any written instrument required in connection with any credit card issued to an Insured or employee.
9. **Client cover** – Helps protect the Insured against loss of money, securities, or other property for which it is legally liable or that it holds in any capacity.

GEOGRAPHICAL LIMITS – Worldwide

	LIMIT OF COVER	EXCESS
Employee Theft	\$2,000,000	100,000
Identity Fraud	\$ 250,000	\$10,000
All other cover	\$2,000,000	\$25,000

BASIS OF PROOF

The employer must reasonably provide pertinent evidence of both the circumstances and the amount of any loss that it has suffered through any act or acts of theft, fraud or dishonesty by one or more of its employees within six months of discovery.

PRINCIPAL EXCLUSIONS

- Loss of or damage to money, securities or property while in the custody of any bank, authorised deposit taking institution or armoured motor vehicle company.
- Loss committed by an employee **following** a discovery by the insured of any act of theft, fraud or dishonesty on the part of such employee.
- Fees, costs or expenses incurred or paid as a result of the reconstituting of data if an insured knowingly used illegal copies of programs.
- Fees, costs or expenses incurred or paid to render the data usable by replacement of processing equipment or the design, update or improvement of software programs.

CLAIMS PROCEDURE

Should circumstances arise which may give rise to a claim, immediate notification should be given to the LCA Insurance Fund.

CORPORATE TRAVEL

The policy covers the lives and property of all employees, volunteers, students of Lutheran schools on excursions, members of committees, councils and boards and their accompanying spouse and dependent children whilst travelling on the Church's business anywhere in the world. The "private travel" component of a business trip is also covered. In order to qualify for coverage, an insured person must travel a minimum of 100 km from their home or usual place of work. Maximum duration of any one trip- 180 days including incidental private travel.

Emergency Medical & Travel Assistance is available anywhere in the World. Contact the local operator & ask for reverse charge call to ACE on: 61 2 89075995 (fax to 61 292313697)

BENEFITS

Lump sum insured (death benefit-dependent children & students- \$20,000).....	\$250,000
Weekly benefits (accident & sickness) up to 85% of av weekly earnings (per week)	\$1,000
Alternative employee/Resumption of assignment benefits	\$20,000
Cancellation and curtailment expenses.....	Unlimited
Medical & additional expenses (includes dental) outside Australia	Unlimited
Fractured bones – maximum benefit.....	\$3,000
Sickness/injury resulting in surgery (applicable to injury only outside Australia)	\$20,000
Continuous bed confinement (max 100 days)	per day - \$100
Funeral expenses	\$50,000
Loss of deposits.....	\$10,000
Baggage/Business property - limit any one item \$5,000 (excess \$50)	\$10,000
Deprivation of baggage	\$3,000
Lap-top computer cover and electronic equipment (excess \$250)	\$6,000
Money, including traveller's cheques and travel documents	\$5,000
Replacement of keys, locks and identity theft	\$2,000
Personal Liability.....	\$10 million
Kidnap, ransom & extortion	\$250,000
Hijack & Detention - daily benefit - Maximum 30 days	\$1,000
- legal costs	\$20,000
Political & Natural disaster evacuation included \$25,000 per person (aggregate)	\$200,000
Search & rescue expenses (per person \$20,000) with an aggregate of	\$100,000
Trauma Counselling benefit (\$500 per visit) to a maximum of	\$5,000
Rental vehicle - excess waiver	\$5,000
Missed transport connection	\$10,000
Over booked flight.....	\$2,500

AGE LIMIT - No cover for permanent total disablement & weekly injury or sickness after 80th birthday.
No cover available after 85th birthday.

CLAIMS PROCEDURE

Immediate advice must be given to the LCA Insurance Fund. The appropriate claim form is to be completed and forwarded to The Fund together with documentation to support the claim.

PERSONAL ACCIDENT (VOLUNTARY WORKERS)

EXTENT OF COVER PROVIDED

The policy covers all authorised voluntary workers whilst they are engaged in any unpaid activity, anywhere in Australia, on behalf of the Church. The voluntary work must be officially organised by and under the control of the Church Organisation and/or its councils or committees (includes meetings). Cover includes necessary direct travel to, from, or during such voluntary work.

A voluntary worker's personal equipment is not covered.

<u>Non-Income Earning Voluntary Workers (aged 12-85 years)</u>	\$
Capital Benefits	250,000
Surgical Benefits	3,000
Fractured Bones	5,000
Dental Benefits	1,000
Student Tutorial Benefit (Max not exceeding 26 weeks)	500
Non – Medicare Medical Expenses (\$100 excess)	10,000
Out of Pocket Expenses (Max \$1,500)	200
Emergency Home Help (Excludes help from a relative or friend-Max 26 weeks)	250

<u>All Income Earning Voluntary Workers (aged 12-85)</u>	
Capital Benefits	250,000
Surgical Benefits	3,000
Weekly Benefits (Max 156 weeks – 14 day excess period)	1,500
Fractured Bones Benefit	5,000
Non-Medicare Medical Expenses (\$100 excess)	10,000

<u>All Voluntary Workers over 85 years of age</u>	
Capital Benefits	Nil
Surgical Benefit	Nil
Weekly Benefits	Nil
Fractured Bones Benefit	Nil
Funeral Benefit	5,000
Non- Medicare Medical Expenses (\$100 excess)	10,000
Out of Pocket Expenses (Max \$200 per claim)	200
Emergency Home Help (Excludes help from a relative or friend – Max 26 weeks)	250

Volunteers aged 70 to 85 years of age – permanent total disablement not covered.

Volunteers under 15 years of age - weekly benefits excluded.

ANCILLARY MEDICAL BENEFITS (applicable to all voluntary workers)

The policy also includes **Non-Medicare medical expenses** up to an amount not exceeding \$10,000 including physio, optical, chiropractic, dental, ambulance & other expenses not covered by a Medicare or a medical, hospital fund or statutory policy i.e. non-Medicare medical expenses.

MAJOR EXCLUSIONS

- War and warlike activities, acts of terrorism
- Nuclear risks
- Racing other than on foot
- Professional sports

RESPONSIBILITY FOR THE SAFETY OF VOLUNTEERS

The church has both a moral and legal obligation to look after the health and safety of its volunteers. The best way to protect volunteers is to be certain they are capable of safely carrying out the work you are asking them to perform. This is especially pertinent when our volunteer work force is ageing and, at times, being asked to carry out tasks inappropriate for their age. Training must be given to volunteers on the use of equipment unfamiliar to them. Checks should be carried out on equipment used. Safety equipment to be used at all times (gloves, safety glasses etc) Attention must be given to the correct procedure for manual lifting of objects and the provision and use of ladders. These are two areas where accidents/injuries are prevalent. It is wise to record all volunteers in a register or book including details of any medical condition they may have.(eg allergies)

Volunteers are used in many activities within the congregation from physical, spiritual (prayer team, visiting the sick etc) event organisation (running youth groups, outreach events etc) and social services (providing food and clothing etc) It is vital that we provide a safe environment for everyone, but in particular, to our children and youth. There must be a process in place whereby all persons working with children, including volunteers are screened. All persons involved the Children's/Youth Ministry must fill out volunteer's application forms, which include authority to complete Police and Community Services checks.

CLAIMS PROCEDURE

- Verbal notification must be given to the LCA Insurance Fund who will arrange for the necessary claim forms and/or assessment.
- A completed claim form together with the Medical Attendant's Certificate must be sent to the LCA Insurance Fund within seven days from receipt thereof.
- **COMPLETION MUST NOT BE DEFERRED UNTIL CLAIMANT HAS RECOVERED.**

MACHINERY BREAKDOWN BOILER AND PRESSURE VESSELS, SPOILAGE OF FOOD & COMPUTERS

SPECIAL NOTE

1. **MACHINERY BREAKDOWN, BOILER & PRESSURE VESSELS, SPOILAGE OF FOOD & SPECIFIC COMPUTER COVER** is not automatically included in the Industrial Special Risks Policy. If cover is required, please contact the LCA Insurance Fund.
2. **COMPUTERS** are covered for physical loss or damage and increased costs of working under the Industrial Special Risks Policy, however, this policy will not cover mechanical or electronic breakdown. To insure for Computer Breakdown and Re-constructing Data it will be necessary to contact the LCA Insurance Fund.

MACHINERY BREAKDOWN (for Motors over 5 hp capacity or 3.729 Kilowatts)

1. **INSURED DAMAGE**

Breakdown is defined as the actual breaking, seizing or burning out or explosion of any part of the machine whilst the machine is in use arising from either mechanical or electrical defects in the machine causing sudden stoppage, necessitating repair or replacement before further use.

2. **EVENTS COVERED (EXCESS \$500)**

- Damage to the machine
- Damage to other property of the Insured or of Third Parties caused by flying fragments of the machine arising as a direct consequence of and solely due to breakdown.

3. **MAJOR EXCLUSIONS**

- Replacement of expendable items (glass bulbs, tubes, fuses, heating elements)
- Repair or replacement of joints, gaskets or seams, drive belts, filters, chains etc
- Repair of any crack, fracture, blister, lamination, flaw or grooving not penetrated completely through the entire thickness of the material of the Plant.
- Normal wear and tear, rust, erosion or oxidation
- Chipping or scratching of painted or polished surfaces.

4. **LIMIT ANY ONE LOCATION**

Limit any one location \$60,000.

BOILERS & PRESSURE VESSELS

- not automatically covered in the ISR policy

1. EVENTS COVERED

- (a) Damage (other than by fire) to all Boilers and Pressure Vessels and to other property belonging to the Insured or for which the Insured is responsible as a result of explosion or collapse.
- (b) Liability at law by way of damages in respect of:
 - (i) death of or bodily injury to any person not arising out of or in the course of the employment of such person in the service of the Insured.
 - (ii) damage to property not belonging to the Insured nor held by them in trust or on commission nor for which they are responsible.

arising directly consequent upon and solely due to explosion, collapse or deficiency of water.
Limit any one claim \$60,000.

SPOILAGE OF FOOD (Client must have a Machinery Breakdown policy)

1. EVENTS COVERED

- (a) Deterioration of goods contained in refrigerated areas, cabinets, chambers, vats or pipes as a result of rise or fall in temperature following damage to the Plant by:
 - (i) failure of thermostats, pressure controls or limiting/controlling/protecting devices (does not include loss or damage caused by the manual setting of switches or controls)
 - (ii) accidental failure of publicly supplied electricity, water or gas services to the point of attachment resulting from accidental damage outside the premises.
 - (iii) contamination from sudden leakage of refrigerant.

Limit any one location \$3,000.

COMPUTERS - Definition

COMPUTERS mean electronic data processing equipment comprising central processing unit with flexible programming ability. PERIPHERAL EQUIPMENT means monitors, printers, external disk drives etc.

BASIS OF COVER

Where Insured Damage to Plant can be **repaired**, expenses necessarily incurred in restoring it to its former state of serviceability will be paid. The cost of dismantling and re-erection incurred for the purpose of effecting the repairs, as well as ordinary freight to and from a repair shop and customs duties and dues, if any, will be paid. Where **replacement** is necessary, the Insurer will supply a replacement of the same type, model capacity and condition. If such a replacement item is not available, the Insurer will supply a similar but not necessarily identical item. The replacement item will be of no lesser capacity than the damaged item.

COMPUTER COVER - RECONSTITUTING DATA

Cover is extended to the additional costs incurred in restoring data stored on media lost or damaged solely due to Insured Damage to the Plant.

It is a condition of this Policy that a minimum daily back-up of data be taken and that precautions existing or agreed at the inception of this insurance for safeguarding and retaining such data shall be maintained and observed at all times.

INCREASED COST OF WORKING

Increased cost of working directly consequent upon and solely due to Insured Damage to the Plant insured will be paid.

The amount payable shall be the additional expenditure which is reasonably incurred by you to minimise any interruption or interference with the business or part of the business carried on by you.

EXCESS

\$250 each and every loss. (Insurer – Lumley General Insurance)

SUMMARY OF MAJOR EXCLUSIONS

1. Wear and tear or gradual deterioration. Rusting, corrosion, erosion or oxidation
2. Causes normally covered by the Industrial Special Risk Policy.
3. Loss or damage to exchangeable replacement parts such as moulds, bits, belts, batteries, tyres, cables and glass.

CLAIMS PROCEDURE

Verbal notification must be given to the LCA Insurance Fund office who will arrange for the necessary claim forms and/or assessment.

CONTRACT WORKS

Prior to entering into any contract for any building alterations, additions or new projects please note that:

There are a number of different forms of standard contracts which are used in the construction industry and each has provisions for the types of insurances which must be arranged and identification of person/s responsible for arranging them. The insurance clauses will state who is responsible for each of three classes of insurance and the amount of insurance that must be taken out.

- 1) **Insurance on the works.** The contract will usually provide that insurance of the work to be done will be in the form of a contract works policy for the full value of the contract price plus a percentage for professional fees and an amount for the cost of debris removal.
- 2) **Insurance of legal liability to the public.** The amount of the insurance will be specified.
- 3) **Insurance of workmen.** This is always the responsibility of the builder except where in some cases the proprietor arranges for the work to be done on a sub- contract basis and such instances must be notified to the LCA Insurance Fund.

Evidence that all of the above insurances have been arranged should be made available to both the owner and the builder.

Generally, in the case of a new building the contractor will provide the insurance cover. In the case of alterations/extensions to existing buildings, the building's owner will provide the insurance cover.

Where you are responsible for arranging insurance on the works and/or insurance of legal liability to the public please notify the LCA Insurance Fund. The LCA Insurance Fund will send a contract works declaration form for completion.

EXCESS

All claims - \$500.

CLAIMS PROCEDURE

Verbal notification must be given to the LCA Insurance Fund who will arrange for the necessary claim forms or assessment.

LIST OF CURRENT INSURERS

<u>CLASS OF INSURANCE</u>	<u>INSURER</u>
Industrial Special Risks (Property Insurance)	Vero and ACE
Public Liability/Products Liability	Liberty International Underwriters & ACE
Professional Indemnity	Allianz Australia
Directors & Officers Liability	Chartis
Supplementary Legal Expenses	QBE Insurance Ltd
Statutory Liability	QBE Insurance Ltd
Employment Practices Liability	Chartis
Personal Accident for Voluntary Workers	ACE
Corporate Travel	ACE
Motor Vehicle	Zurich Insurance
Engineering – (Machinery Breakdown)	Lumley General Insurance
Corporate Crime	Chubb Insurance
Contractors Special Risks	QBE Insurance Ltd

GOVERNMENT NOTICE INSURANCE CONTRACTS ACT 1984

IMPORTANT NOTICE

DUTY OF DISCLOSURE

Before entering into a contract of general insurance with an Insurer, there is a duty, under the Insurance Contracts Act 1984, to disclose to the Insurer every matter which is known or could reasonably be expected to be known and which is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

The same Duty of Disclosure applies before renewal, extension, variation or reinstatement of a contract of general insurance.

Duty of Disclosure however does not require disclosure of matter :

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

NON-DISCLOSURE

Failure to comply with Duty of Disclosure, may entitle the Insurer to reduce liability under the contract in event of a claim or to cancel the contract.

If non-disclosure is fraudulent, the Insurer may also have the option of voiding the contract from its beginning.

PRIVACY POLICY

As the LCA Insurance Fund is a fund of the Lutheran Church of Australia it is bound by the LCA Privacy Policy Statement. Complaints of any breaches in maintaining the privacy of an individual should be addressed to the administrator of The District in which the alleged breach has taken place or the LCA Secretary.

GENERAL INFORMATION

HIRE OF FACILITIES (Church hall, Sunday School rooms etc)

1. Where a Lutheran Church organisation is using your facilities liability cover is automatically provided.
2. The second category is the “one off” event, namely, a wedding or birthday party. These incidental hirers should have protection under their Householders policy, liability section.
3. The third category is the **non-Lutheran** group that uses your facilities on a regular basis eg. a girl guides group, dancing group etc. We insist that these groups provide evidence of a current public liability policy of no less than \$5,000,000 dollars. We also insist that a notation be included in documentation sent to users to cover this contingency. Users should be encouraged to endorse their liability policies to include your interests.

SALE OF SECOND HAND GOODS –ELECTRICAL ITEMS

Conveners of Fetes, Jumble sales & Opportunity Shops and the like have a degree of responsibility when selling electrical items and we recommend that the following procedures be considered:

1. Non working items should be discarded or clearly labelled to that effect.
2. Securely attach a label to all appliances stating that:-
“This appliance has not been tested. Do not use unless checked by a licensed electrician”.
3. Great care should be used in the sale of baby cots and similar items as some have been known to cause serious injury /death to babies.

UNOCCUPIED PREMISES

It is important to notify the LCA Insurance Fund if any premises (e.g. manse) are vacant for more than 30 days. It is also important that the unoccupied property be well maintained eg. lawns mowed, mail picked up. In the event of a long term vacancy it would be advantageous to find a tenant to live in the residence.

LITIGATION

It is important that elders, youth leaders and other leaders who may be in a situation where they are asked to provide counselling be careful that they do not offer advice if they are not trained for this role. It is important to refer the person in need to someone who has the right qualifications to handle the situation.

ECUMENICAL EVENTS

No single denomination can be expected to accept the total risk and provide liability insurance for combined church events. The LCA Insurance Fund can provide a certificate of insurance for our client on the understanding that each denomination will provide a similar, current certificate. The certificate, along with a letter stating that the congregation is taking part in a joint ecumenical event should be given to the local council or property owner.

LIABILITY ASSUMED UNDER CONTRACT

Lutheran Church organisations frequently have arrangements involving the signing of contracts or agreements that contain insurance obligations. This may be a school or college being asked to sign an agreement before students can participate in rock climbing, abseiling etc, or any service provider wanting a contractual commitment before providing services to your organization. **Please read the insurance clauses before you sign the contract or agreement** as you may be accepting indemnity for liabilities that are **not covered** by your Public Liability insurance policy.

What type of clauses are we referring to?

Below is an example often used in agreements:

“ The principal (LCA Organisation) shall, without limitation, indemnify the contractor (service provider) for any loss, damage, expense, claim or liability suffered or incurred by the contractor, caused directly or indirectly by services provided by the contractor pursuant to this agreement”.

This is commonly called a “hold harmless clause”. The principal is agreeing to indemnify the contractor for all claims that arise from the execution of the services under the contract, regardless of negligence on the part of the contractor. Our Public Liability Policy will not provide cover for losses resulting from matters where you have agreed to accept the liability of someone else. Our organisations are covered for negligent acts they commit and the contractor must equally be responsible for their negligent acts. Unless the contractor is prepared to add a clause similar to “except to the extent that the loss was caused by the negligence of (their name)” the agreement **MUST NOT** be signed.

Other common clauses you may encounter are as follows:

“The hirer shall be liable for and indemnify the (Company) against all damage, injury, death or losses whatsoever arising from the Hirer’s use of the facilities”

“We have voluntarily agreed to assume all risks and consequences that may arise from the use of equipment that exposes us to personal injury and/or property damage. We shall not bring, commence, maintain or otherwise make any claim or action against the released parties in relation to any personal injury, loss of property or other loss damage cost or expense that we may suffer or incur as a result of the activity”.

Where there is uncertainty about insurance clauses within a contract or agreement, please refer them to the LCA Insurance Fund for referral to our Insurance Broker.