



The Anglican Diocese of Gippsland

Insurance and Claims Procedure Manual

2004

INDEX

Section	Page
1. INTRODUCTION	1
STATUTORY NOTICES	1
Duty of Disclosure	1
Non-disclosure	1
Contracts Affecting Insurer's Rights to Recover from Third Parties	2
INCIDENT REPORTING	2
2. INSURANCE CONTACTS	1
DIOCESAN INSURANCE CONTACT	1
ANGLICAN NATIONAL INSURANCE PROGRAM	1
3. FREQUENTLY ASKED QUESTIONS	1
PROPERTY INSURANCE	1
1. Do we have a claim?	1
2. How do we make a claim?	1
3. How do we set our insurance values?	1
4. Is property belonging to other people insured?	1
PUBLIC LIABILITY INSURANCE	2
1. Are activities away from the Parish included?	2
2. Is the liability of staff members insured?	2
3. How do we show that our Parish has Public Liability Insurance?	2
WORKCOVER	2
1. Should we have insurance for Workers Compensation?	2
2. Do we have to buy WorkCover for all persons paid by the Parish?	2
3. What is involved in Registration with WorkCover?	2
HIRE OF CHURCH PROPERTY	3
1. Who must have Public Liability Insurance?	3
2. Can we arrange Public Liability Insurance for Hirers?	3
4. CLAIMS PROCEDURE	1
INCIDENT REPORTING	1
PROPERTY	1
PROPERTY IN TRANSIT	2
GENERAL LIABILITY	3
PROFESSIONAL INDEMNITY DIRECTORS' & OFFICERS' LIABILITY BUSINESS PRACTICES PROTECTION	3
VOLUNTARY WORKERS PERSONAL ACCIDENT PERSONAL ACCIDENT - CLERGY BUSINESS TRAVEL	4
MOTOR VEHICLE	4
SALARY CONTINUANCE	4
PERSONAL ACCIDENT – CLERGY	4
5. INSURANCE PROGRAM SUMMARY	1
INDUSTRIAL SPECIAL RISKS	1
PUBLIC AND PRODUCTS LIABILITY	2
PROFESSIONAL INDEMNITY	2
DIRECTORS' AND OFFICERS' LIABILITY	2
BUSINESS PRACTICES PROTECTION	3
VOLUNTARY WORKERS PERSONAL ACCIDENT	3
TRANSIT – HOME CONTENTS	4
SALARY CONTINUANCE INSURANCE	5
PERSONAL ACCIDENT - CLERGY	5
MOTOR VEHICLE	5
CONSTRUCTION SPECIAL RISKS	6
HIRER'S LIABILITY	7
Hire or use of church property	7
BUSINESS TRAVEL	9
6. AGREEMENTS AND FORMS	1
PERSONAL HIRE AGREEMENT	

MEMORANDUM OF HIRE OF FACILITY
TRAVEL DECLARATION
PROPERTY INSURANCE CLAIM FORM
INCIDENT REPORT
PUBLIC LIABILITY CERTIFICATE OF CURRENCY
AMENDMENT SHEET

1. INTRODUCTION

This manual is designed to assist, in a user-friendly manner, those who are involved in the administration of insurance.

Our aim is to give you something that reads easily, attempts to answer your most frequently asked questions, outlines Claims Procedures and provides information on our insurances.

After this introductory section the remaining sections deal with: -

	Section
Insurance Contacts	2
Frequently asked questions	3
Claims Procedures	4
Summary of Insurances	5
Forms and Agreements	6

Every person who deals with insurance must be fully aware of what are termed “Statutory Notices” and of the need to report incidents.

We have included both these at this point because of their importance and you will see that the comments dealing with incident reports are repeated in the Claims Procedure Section.

Statutory Notices

Duty of Disclosure

We have a duty, under the Insurance Contracts Act 1984, to disclose to our Insurers every matter that we know, or could reasonably be expected to know, is relevant to the Insurers’ decision whether to accept the risk of the insurance and, if so, on what terms.

We have the same duty to disclose those matters to the Insurers before we renew, extend, vary or reinstate a contract of general insurance.

We therefore request that any unusual features, which might increase the likelihood of a claim under the policy, be advised to your Diocesan Insurance Contact (details in Section 2) at the Diocesan Office immediately they come to your attention.

Non-disclosure

If we fail to comply with the duty of disclosure, our Insurers may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract.

If the non-disclosure is fraudulent, our Insurers may also have the option of avoiding the contract from its beginning.

Contracts Affecting Insurer's Rights to Recover from Third Parties

Our policies contain a provision that may affect our rights to recover in respect of a loss which arises as a result of a contract between any of our Insureds and another party.

If, pursuant to a contract to which you are a party, the liability of that other party to you in respect of personal injury or loss or damage arising under the contract is excluded or limited, your ability to recover under the policy will be excluded or limited in the same way. In other words, if you enter into a contract that excludes or limits the other party's liability to you in the event of personal injury or loss or damage the policy will not cover you.

A copy of existing or new contracts to which you are a party and which may affect your insurances should be sent to your Diocesan Insurance Contact (details in Section 2) at the Diocesan Office so that you may be advised concerning the impact of those contracts on your ability to recover under your insurances.

Examples of such contracts are :-

- a fire sprinkler maintenance agreement where the contract limits the liability of the contractor in the event of the system malfunctioning
- a lease that requires you to indemnify and hold harmless the Landlord
- an hire agreement that requires you as the Landlord to accept responsibility for the hirer's negligence – this is a favourite with State Government Electoral Offices.

Incident Reporting

This segment gives guidance on the action to be taken in those matters where something happens that may not give rise to an immediate claim. For example, a visitor to a Church property or a voluntary worker may trip and sustain a minor injury such as a strained wrist.

The problem is that, at the time, it is difficult to foresee that medical complications may occur later leading the injured person to make a claim against the Diocese.

The safest rule is to gather immediately as much information as possible, take statements from any witnesses, draw a diagram or take a photograph of the accident scene and report the incident to your Diocesan Insurance Contact (details in Section 2) at the Diocesan Office. Naturally, the same procedure should be followed when it is obvious from the outset that there will be a claim.

An Incident/Accident Report Form (refer to the second last document in this manual) should be completed and submitted to the Diocesan Office.

NEVER, UNDER ANY CIRCUMSTANCES, ADMIT LIABILITY NOR MAKE ANY STATEMENT WHICH MAY LEAD THE INJURED PERSON TO BELIEVE THAT YOU, YOUR PARISH OR THE DIOCESE ACCEPTS RESPONSIBILITY FOR THE INCIDENT. This may seem harsh but at one end of the scale it will help in the defence of spurious claims and at the other will not raise hopes that assistance or compensation may be forthcoming which is not available.

If you are in doubt about what to do you should contact your Diocesan Insurance Contact (details in Section 2) at the Diocesan Office.

2. INSURANCE CONTACTS

Diocesan Insurance Contact

Your initial contact for all insurance matters is as follows:

Brian Norris
Registrar

Postal address: Anglican Diocese of Gippsland
PO Box 928
Sale Vic 3850

Telephone : (03) 5144 2044
Fax : (03) 5144 7183

Email: registrar@gippsanglican.org.au

Anglican National Insurance Program

For more technical matters you may be referred to Robert Stanley at Registry in Melbourne Diocese, which administers the Anglican National Insurance Program. Robert's contact details are:

Postal address: The Anglican Centre
209 Flinders Lane
MELBOURNE 3000

Email: rstanley@melbourne.anglican.com.au

Phone: (03) 9653 4220
Fax: (03) 9653 4268
Mobile: 0419 304 069

3. FREQUENTLY ASKED QUESTIONS

PROPERTY INSURANCE

1. *Do we have a claim?*

The cover provided by the policy is very broad so in most cases, provided the total of the loss and/or damage is more than the excess of \$500 for each claim you will have a valid claim. Refer to Section 3 for details of the cover.

2. *How do we make a claim?*

Refer to Section 4 for Claims Procedure. If you are unsure about what to do, please contact your Diocesan Insurance Contact (details in Section 2) with details of when, where and how the loss occurred. If possible, it would also be helpful if you give an estimate of the amount of the loss. He will advise you how to proceed.

A Claim Form is included at the end of this Manual

3. *How do we set our insurance values?*

Buildings and Contents are insured on a New for Old basis.

Estimating the Value of Contents should not be a problem unless you have stained glass windows and/or a pipe organ. For these items it is best to obtain a professional opinion.

It is always helpful to keep an off-site copy record (with photos if possible) of your Contents as the last thing you need is to lose your records in a disaster. This proved to be very important in a major loss in a Parish in Newcastle Diocese during 2000 and cannot be over emphasised.

Professional Valuations are expensive but Buildings can be valued to a satisfactory level of accuracy by someone from your Parish with knowledge of building costs. The values need to include Architects' and Surveyors' Fees, an allowance for the cost of Removal of Debris, and the cost of complying with Uniform Building Regulations, Local Council requirements etc.

4. *Is property belonging to other people insured?*

The limit of cover for property of Employees and Volunteers whilst on Parish duties and whilst such property is on Parish property (or at another site of Parish activity) is \$5,000 per person. **A claim will be accepted only upon production of evidence that there is no other insurance, such as Home Contents, in force.** This does not cover the Home Contents of Clergy in vicarages, for which they should make their own arrangements.

Other than this, cover applies only to Parish and Diocesan property unless specific arrangements are made.

PUBLIC LIABILITY INSURANCE

1. Are activities away from the Parish included?

Yes. If it is a Parish activity, liability cover applies.

2. Is the liability of staff members insured?

Yes, but only in respect of authorised duties of your Parish or the Diocese.

3. How do we show that our Parish has Public Liability Insurance?

When a Parish conducts an activity, such as a Street Stall, on someone else's property there is usually a request for a Certificate of Currency for Public Liability Insurance.

A Certificate of Currency is included at the end of this manual so that you can provide a copy without delay.

WORKCOVER

1. Should we have insurance for Workers Compensation?

Under the Accident Compensation Act, all employers are obligated to cover their workers against injuries that arise in the course of the workers' employment.

A worker includes anyone employed by the Parish to perform work, whether manual, clerical or otherwise, for which the worker is paid remuneration.

Remuneration means wages, salaries, commission, bonuses, allowances or any other benefits paid to a worker, either in cash or in kind. It includes allowances paid for meals or provision of accommodation.

Within the Parishes there can be many instances of employment, namely remuneration paid to organists, vergers, caretakers, handymen, or even the occasional person who does an odd job for a meal. Should any of these workers be injured, they will have a right to recover compensation from the Parish for weekly benefits and/or medical costs.

2. Do we have to buy WorkCover for all persons paid by the Parish?

Clergy who are licensed to the Parish are not to be covered for WorkCover benefits because they are not deemed to be workers of the Parish. All licensed clergy instituted to a parish are insured under the Personal Accident and Salary continuance policies, which are described in a specific section of this Handbook.

WorkCover does not cover volunteers because they do not receive any remuneration from the Parish, and therefore do not fall within the definition of "Worker". The Diocese has effected a Personal Accident Policy to cover all voluntary workers who are accidentally injured whilst in the course of performing voluntary work on behalf of the Parish. This cover is described in a specific section of this Handbook.

3. What is involved in Registration with WorkCover?

A Parish does not have to register with WorkCover unless its annual remuneration costs exceed \$7,500. Accommodation should be rated at 52 times the weekly rental available in the commercial market. If the annual remuneration exceeds \$7,500, the Parish must register with WorkCover, using the application forms available from most Australia Post offices. Alternatively, the Victorian WorkCover Authority will post application forms upon request.

The levy (premium) payable is a rate percent of annual remuneration, when remuneration exceeds \$15,500. Between \$7,500 and \$15,500 the levy is a flat \$148.50. However, the employer has to self assume the cost of the first 10 days compensation and up to \$480 for hospital and medical costs.

In order not to have to pay the 10 days compensation and/or \$480 medicals, the employer may opt to pay an extra 25% of the levy. This is known as the “buy-out” loading.

As the remuneration paid by most Parishes would not exceed \$15,000, the levy payable by them would be \$148.50, or with the "buy-out" loading of 25%, \$185.65

If the remuneration does not exceed \$7,500, WorkCover is free, and registration need not be sought until a claim arises.

Scenario	Action
Remuneration will not exceed \$7,500 for financial year (1/7 to 30/6)	None
Remuneration will exceed \$7,500 but will not be greater than \$15,500 for financial year (1/7 to 30/6)	Obtain a WorkCover Registration Form from any Post Office and register with the WorkCover Authority It is recommended that you take the “buy-out” loading.
Remuneration will exceed \$15,500 for financial year (1/7 to 30/6)	Select a WorkCover agent. Details are available under “Employer” on the VWA website www.workcover.gov.au or call 1800 136 089 and pay the relevant premium. You will need to decide if it is prudent to pay for the buy-out loading.
Remuneration already exceeds \$15,500 for financial year (1/7 to 30/6)	Continue to make declarations to your WorkCover Provider

HIRE OF CHURCH PROPERTY

1. *Who must have Public Liability Insurance?*

Every Hirer must have PL Insurance. The rule is: **no insurance no hire**. If we don't follow this rule we will be picking up liability for activities over which we have no control.

2. *Can we arrange Public Liability Insurance for Hirers?*

We have a facility to arrange PL Insurance for Personal Hirers wishing to hire property for personal use. The procedure and definition of “Personal Hirers” are set out on pages dealing with Hire of Church Property.

We cannot and will not arrange cover for other Hirers and neither should you.

4. CLAIMS PROCEDURE

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

All claims are to be reported to your Diocesan Insurance Contact (details in Section 2).

Firstly, some remarks on reporting incidents.

Incident Reporting

This segment gives guidance on the action to be taken in those matters where something happens that may not give rise to an immediate claim. For example, a visitor to a Church property or a voluntary worker may trip and sustain a minor injury such as a strained wrist. The problem is that, at the time, it is difficult to foresee that medical complications may occur later leading the injured person to make a claim against the Diocese.

The safest rule is to gather immediately as much information as possible, take statements from any witnesses, draw a diagram or take a photograph of the accident scene and report the incident to your Diocesan Insurance Contact (details in Section 2). Naturally, the same procedure should be followed when it is obvious from the outset that there will be a claim.

NEVER, UNDER ANY CIRCUMSTANCES, ADMIT LIABILITY NOR MAKE ANY STATEMENT WHICH MAY LEAD THE INJURED PERSON TO BELIEVE THAT YOU, YOUR PARISH OR THE DIOCESE ACCEPTS RESPONSIBILITY FOR THE INCIDENT. This may seem harsh but at one end of the scale it will help in the defence of spurious claims and at the other will not raise hopes that assistance or compensation may be forthcoming which are not available.

If you are in doubt about what to do you should contact your Diocesan Insurance Contact (details in Section 2).

The following paragraphs in this section set out the procedures for specific classes of insurance.

Property

To enable the completion of the claim without delay and to minimise the possible damage, it is important that the following action be taken:

- All reasonable steps should be taken following loss or damage to protect the property from any further damage.
- Any loss by theft and/or wilful or malicious damage should be immediately advised to the nearest Police station.
- Report by telephone to your Diocesan Insurance Contact (details in Section 2) who will advise what further action is required. The Diocesan Office will submit the claims to Robert

Stanley who will consider them and either approve or disallow the claim or contact the parish for further details.

- Within 14 days, submit a report in writing giving details of the incident, the loss or damage sustained and any other information relevant to a possible claim.
- Where authorised, pay the repairer's account and send a copy of the receipted account to the Diocese for reimbursement.
- Where a Loss Assessor is appointed, liaise with that person and provide all relevant information to the Assessor.

A property Claim Form is included in Section 6 for your use.

Property in transit

Should owned goods be delivered in a damaged condition or should there be any reason to suspect damage

1. The attention of the Carrier's or Shipper's Representative should be immediately drawn to same and the delivery receipt clausured accordingly. In the event of suspected damage, it is suggested that the receipt be clausured "Goods believed to be damaged. Accepted subject to survey in store".
2. A letter of claim should be immediately lodged with the Carrier or Shipping Company's Agent.
3. The Diocesan Registry should be advised by telephone of any damage and an estimate of repair or replacement cost should be given. This notification will enable an Underwriter's Surveyor to call, if required.
4. A claim form should be completed and returned together with the:
 - a) Delivery Receipt;
 - b) Original Freight Note or Carbon Copy;
 - c) Copy of letter of claim sent to Carrier or Shipping Company's Agent and reply;
 - d) Original Invoices.

General Liability

UNDER NO CIRCUMSTANCES MUST LIABILITY BE ADMITTED EITHER VERBALLY OR IN WRITING

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

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 or damage.
2. Advice must be forwarded to your Diocesan Insurance Contact (details in Section 2), together with the originals of all correspondence received from a third party and any accompanying accounts.
3. No correspondence should be entered into with a third party except acknowledgment of receipt of the claim. The acknowledgment letter should read as follows:

“Without Prejudice

We acknowledge receipt of your correspondence concerning the incident at

This is receiving our attention.”

This is the only form of words acceptable in acknowledging receipt of a claim.

4. Do not give any interview or make any statement to a Loss Assessor or other person investigating any accident or damage **unless** such person is acting on behalf of your Insurer or Principal.

Professional Indemnity Directors’ & Officers’ Liability Business Practices Protection

These policies are written on what is known as a “claims made” basis.

This means the policies cover claims notified during the period of insurance, rather than actually relating to the date of occurrence giving rise to the action against you.

Any written or verbal contact from a party alluding to a breach of professional duty should be referred to your Diocesan Insurance Contact (details in Section 2) immediately. No correspondence or discussion should be entered into with the party making the allegation.

Voluntary Workers Personal Accident Personal Accident - Clergy Business Travel

All claims under these insurances are to be reported as soon as possible to your Diocesan Insurance Contact (details in Section 2) An Incident/Accident Report Form should be completed (included in Section 6 of this manual) and sent to the Diocesan Office. In the case of injury to a Voluntary Worker, the Form is to be accompanied by statements from any available witnesses.

Motor Vehicle

Claims are lodged direct with Vero Insurance Ltd through its Claims First Response Unit To lodge a claim simply contact Vero on **1800 222 043** - 24 hours a day, 7 days a week.

During this call they will:-

Request you to quote your policy number, which is MSL071341823

Take all the relevant details over the phone – a Claim Form is not required

Provide you with the name of the closest network repairer and confirm the appointment of an assessor.

Salary Continuance

Notification of a claim is to be given to the Insurer when

- an Insured Cleric is temporarily totally disabled by accident or illness from performing his or her duties and
- the period of disability will or is likely to exceed 180 days by not less than 60 days,
- the Registrar shall notify the Insurer of a claim possible claim.

The Cleric shall render every assistance in completion of documents and provision of medical evidence (including attendance at medical examinations) to the Insurer so that the claim may be admitted or denied within the time limit of the policy.

Provided all supporting documents are received by the Insurer by the 135th day of disability, the Insurer has 10 days from that date to admit or reject the claim.

Personal Accident – Clergy

A small fund is being built up to assist with locum expenses to be paid at the Bishop's discretion in the period before Salary Continuation Insurance takes effect (6 months after the commencement of illness or disability).

5. INSURANCE PROGRAM SUMMARY

INDUSTRIAL SPECIAL RISKS

This policy provides protection against loss of or damage to buildings and contents and loss of business income arising from an insured peril.

Basis of Settlement: Reinstatement or Replacement (unless otherwise specified)

Risks Covered	Combined Limit
Section 1 Material damage (i.e. damage to property) Fire, lightning, storm, water, hail, flood, riots, vandalism, malicious damage, impact by vehicles, explosion, earthquake, aircraft and glass breakage.	\$20,000,000
Section 2 Business Interruption - loss of income (other than giving receipts) and extra costs incurred in maintaining income for up to 36 months caused directly by the operation of an insured peril at the premises.	

Sub-limits (Any one loss)

Section 1	
Accidental Damage	\$1,000,000
Boiler & Pressure Vessel Explosion	\$200,000
Burglary and Theft from buildings and the like (other than money insured below)	\$250,000
Data Processing /Media Breakdown	\$100,000
Data Restoration Costs	\$100,000
Electrical and/or Breakdown of Machinery, Plant and Equipment (including Fusion)	\$500,000
Episcopal Regalia including Worldwide transit	\$100,000
Erosion, subsidence, earth movement or collapse	\$1,000,000
Fidelity Guarantee/Fraud & Dishonesty – ANIP Annual Aggregate with one reinstatement	\$500,000
Jewellery, Precious Metals and Stones	\$50,000
Loss of Land Value	\$1,000,000
Money – Premises and transit including personal custody 24 hour cover	\$200,000
Privately owned items not otherwise insured, including property at fetes, art and craft shows	\$250,000
Property (excluding money) in transit anywhere in Australia	\$100,000
Property of Clergy not otherwise insured (per person)	\$50,000
Property of Employees and Volunteers and others not otherwise insured (per person)	\$5,000
Property undergoing repair, alteration or construction of new property not more particularly insured	\$500,000
Rockerries, trees, shrubs and the like	\$100,000

Spoilage of Food	\$20,000
Standing timber, growing crops and pastures	\$50,000
Temporary Accommodation Expenses	\$20,000
Theft of Property in Open Air	\$50,000
Individual Works of Art, Antiques and Curios unless otherwise declared to Insurers	\$100,000

Section 2

Additional Increased Cost of Working to maintain normal operations not limited to locations covered under Section 2	\$1,000,000
Accounts Receivable	\$100,000
Claims Preparation costs	\$1,000,000

Deductibles (sections 1 and 2 combined):

Any one loss:-

1. Earthquake - \$20,000 or 1% whichever is the lesser
2. Clergy, Volunteers, and Employees' Property - Nil
3. All other Losses - \$500 for each claim

PUBLIC AND PRODUCTS LIABILITY

These policies provide protection for claims against us where we are legally liable for personal injury to or damage to property of third parties.

Limits of Indemnity:

\$20,000,000 any one claim

Excess:

Nil

PROFESSIONAL INDEMNITY

This policy protects us against any claim made on us during the period of insurance for breach of professional duty by reason of any negligent act, error or omission.

Limits of Indemnity:

\$25,000,000 any one claim
\$50,000,000 in the aggregate.

Excess:

\$5,000 Each and every claim

DIRECTORS' AND OFFICERS' LIABILITY

The policy covers all clergy, members of vestry and persons holding positions as Directors, Secretaries or Executive Officers in all Parishes of the Diocese plus other nominated organisations.

The cover provided is in respect of the personal legal liability of the insured persons for their errors, misstatements, or breaches of duty committed in good faith in their official positions.

Cover only applies to claims that are reported to Insurers during the policy year.

Insured Persons: Any past, present or future Director, Secretary, Registrar, Executive Officer, Employee - paid or voluntary - including Ministers and Lay Ministers.

Limit of Indemnity: \$10,000,000 any one claim
\$20,000,000 in the aggregate during the period of insurance.

Excess: Directors' and Officers' Nil
Company reimbursement \$5,000

BUSINESS PRACTICES PROTECTION

This policy indemnifies Employers in respect of claims for breaches of employment practices legislation and applies only to claims that are reported to Insurers during the policy year.

The cover also protects the insured Entity, its Directors and Employees for their liability to pay fines arising out of innocent breaches of many of the Commonwealth and State Acts that govern their operations.

Limit of Indemnity: \$2,000,000 any one claim and in the aggregate during the period of insurance.

Excess: Employments Practices
\$5,000 plus 5% (up to a maximum of \$25,000) of damages

Statutory Liability
Directors and Employees - \$1,000
Insured Entity - \$2,500

VOLUNTARY WORKERS PERSONAL ACCIDENT

This policy covers all voluntary Clergy and Lay voluntary workers between 7 and 85 years of age, whilst actually engaged in voluntary work officially organised by and under the control of the Church and/or its relevant councils, committees or bodies.

Insured Persons: Voluntary, anywhere in the world, whilst actually engaged in:

1. Any voluntary activity officially organised or authorised by the Insured
2. Any voluntary activity associated with joint ventures (with other denominations).

Necessary direct travel to, from and during such voluntary work is also covered (including motorcycling).

Benefits:

Death and Capital benefits with usual table of maims \$250,000
except for students under 18 years of age \$20,000
but maims table calculated on \$250,000

Non-Medicare Medical Expenses in respect of medical, \$10,000
ambulance, hospital services not otherwise provided
under Medicare incurred within one year of the accident

Note: The gap between fees charged and the amount recovered from Medicare is not insured

Weekly benefits –maximum 156 weeks

1. Temporary **total** disablement from engaging in *\$1,500 pw
usual profession, business or occupation arising from
an accident.

2. Temporary **partial** disablement from engaging in *\$300 pw
usual profession, business or occupation arising from
an accident.

For persons over 75 benefits are limited to funeral, domestic help and non-medicare expenses only.

* Where as a result of an accident a voluntary worker's weekly income is reduced by less than the maximum stated above, then compensation shall be limited to:

1. The actual weekly reduction in the voluntary worker's income, plus
2. Reimbursement for additional housekeeping and/or home help necessary as a direct result of the accident.

Other benefits:

Volunteers not in receipt of pre disability earnings and not entitled to claim under another section – other than for medical expenses - shall be entitled to recover under this section the reasonable cost of travel, domestic help, nursing and/or child minding incurred as a result of injury causing total disability. Limit \$1,500.00 per week for 104 weeks.

TRANSIT – HOME CONTENTS

This Insurance covers property of Clergy and Employees for moves between Parishes or appointments that are paid for by the Diocese/Parish/Employer.

It is Diocesan practice to use this insurance and not that offered by the Carrier because it is substantially cheaper and provides better cover.

Cover: Loss or damage including accidental damage.

Limit: Replacement cost up to \$250,000 any one transit.

Excess:	Nil
Basis of Settlement:	Replacement Value (New for Old)
Extensions:	Loading and unloading Delayed unpacking – up to 30 days Cover during Storage available on request Temporary Accommodation expenses up to \$100 per day in the event of total loss Packing is not a condition of cover No valuations required – Carrier’s inventory sufficient
Procedure:	The Parish will be contacted for the necessary information when an appointment is announced.
Premium:	Where costs of a move are a Parish responsibility, the Parish will be invoiced with the premium by the Diocese.

SALARY CONTINUANCE INSURANCE

Cover applies to all licensed Parish and Diocesan paid clergy (less than 65 years of age) for long term temporary total disability in excess of 180 days. The premium is shared equally between the cleric (stipend sacrifice permitted) and the parish/Diocese.

The long period of self-insurance makes the scheme affordable and depends on the co-operation and support of Parishes and Clergy.

Benefit: At an annual rate of 130% of stipend payable to the cleric at the time of the illness or accident, excluding ministry and other allowances.

PERSONAL ACCIDENT - CLERGY

Clergy are also covered against accidental death to the extent of \$100,000. A small fund is being built up to assist with locum expenses to be paid at the Bishop’s discretion in the period before Salary Continuation Insurance takes effect (6 months after the commencement of illness or disability)

MOTOR VEHICLE

This policy covers vehicles belonging to the Diocese.

Limit Of Indemnity:	Section 1 – Own vehicle damage - Market Value or Sum Insured whichever is the lesser Section 2 Third Party property damage- \$20,000,000 (Hazardous Goods \$500,000)
----------------------------	---

Excess: \$400

In addition age/inexperience excesses to apply:

Drivers under 21 years of age	\$750
Drivers under 25 but over 21 years of age	\$300
Drivers over 25 years of age licensed less than 2 years	\$250

Endorsements

Special Considerations: Automatic insurance for additional vehicles up to \$100,000 (annual adjustment)

CONSTRUCTION SPECIAL RISKS

This policy covers the Anglican Church Property Trust, This Diocese, the Contractor and Subcontractors for

Property Damage - Construction works, ancillary and temporary works, materials to be incorporated therein, temporary buildings, hoarding and scaffolding for all declared projects

and

Public Liability - Liability to third parties caused by the Principal, Contractor or any Subcontractor arising out of incidents at the site for all declared contracts.

Policy Limits:	Property Damage	\$2,000,000
	Public Liability	\$10,000,000 any one occurrence

Excesses:	Property Damage - each claim:	
	Malicious damage	\$1,000
	Theft	\$1,000

	Public Liability - each claim	
	Damage to underground services	\$1,000
	Vibration and removal of support	\$1,000
	Upper storey extensions or additions	\$1,000
	All other claims	\$ 500
	Personal injury	NIL

Exclusion: Contractor's and/or Subcontractors' tools of trade.

Procedure: **Before commencement of the works** the Parish shall advise the Registrar of the following: -

Proposed start date
Nature of the Works
Identity of the Contractor
Contract price
Expected duration of the contract

A deposit premium will be charged to your Parish based on this information with a final adjustment on the actual price.

HIRER'S LIABILITY

Liability of hirers for personal injury or damage to property arising out of the hire or use by them of Church property.

The Insured: Any person who hires or uses Church property for private a personal function e.g. family event and who applies for this insurance in the agreed manner.

Limit of Indemnity: \$2,000,000 each claim

Excess: \$250 for property damage
Nil for all others

Hire or use of church property

The following notes and Agreements will be useful.

The insurance program includes cover for the use by Anglican Church groups of Church premises and property for purposes of Church/Parish activities.

The liability of other persons, groups or companies who may use Church property is not included in the program and it is important that, in hiring the property, they understand their responsibility. This extends not only to care and safe custody of the property but also to indemnification of the Church/Parish for any liabilities that arise from their activities.

The following table will assist you in determining how you should deal with each case:-

Hirer	Action
Other Anglican Church Group	None
Person or Individual for Personal use e.g Birthday parties and family celebrations	<p>You may feel it advisable to ask for a formal agreement as set out in the attached “Memorandum of Hire of Facility”. At the very least you should advise them of their responsibilities for damage to the property, breakages and for liabilities arising from use of the hired facilities.</p> <p>If you choose the latter option, they are required to sign a copy of the “Personal Hire Agreement” as set out on the following page.</p> <p>Most Personal Hirers will avail of the option to extend our insurance program to cover their Public Liability risk. This extension is available on application by sending the original of the Personal Hire Agreement to the The Registrar, prior to use, and upon payment of a premium of \$25.00 per day or as may be agreed with The Registrar.</p>
Non-Church group or club,, Company, Government Body or other group	<p>The facilities can only be hired when the Hirer has entered into the appropriate Memorandum of Hire of Facility.</p> <p>A copy of this Memorandum appears in the following pages together with some optional clauses, any of which you may wish to incorporate into your specific Memorandum.</p> <p>Should you require a copy of these documents on disk, please contact The Registrar.</p> <p>In summary, the Memorandum places all responsibility on the Hirer, including for purchase of Liability Insurance.</p>

BUSINESS TRAVEL

The policy covers all persons travelling on official Parish or Diocesan business.
Cover is provided on the following basis : -

- Insured:** All Clergy, Employees and Voluntary Workers including accompanying spouses and dependent children.
- Journey:** Any authorised intrastate (where the journey involves a flight or overnight stay), interstate or overseas business travel and the overseas part of authorised study leave including associated holiday travel commencing from residence or place of business (whichever is the last point of departure) and continuing on a 24 hour basis until return to residence or place of business (whichever is the first point of arrival).

The maximum duration of any one trip shall be 90 days.

Flights on Chartered Aircraft or Helicopters require prior approval from the Insurer and will attract an additional premium. Please contact the Registrar

- Accidental Death:** Annual salary X 5 to a maximum of \$500,000 or \$250,000 for accompanying spouses/partners or \$10,000 for dependent children
- Sickness & Accident:** Temporary Total Disability - \$600 per week – not exceeding 100% of earnings for 156 weeks subject to exclusion of the first 14days disablement.
- Kidnap & Ransom:** \$250,000
- Medical expenses:** Unlimited
- Loss of Deposits:** \$5,000
- Personal Liability:** \$5,000,000
- Baggage:** \$20,000 subject to a limit any one item of:-
\$10,000 Electronic equipment – excess of \$250 per claim
(Note requirement on form for transport as cabin baggage)
\$5,000 all other baggage.
- Money/Travel Docs** \$1,000
- Collision Damage & Theft waiver** \$5,000
- Procedure:** Any eligible person wishing to avail of this cover is required to complete the form in Section 6 and return to your Diocesan Insurance Contact (details in Section 2) **7 days before the journey begins.**

6. AGREEMENTS AND FORMS

The following Agreements and Forms are included for use by parishes and other Diocesan Organisations. These should be photocopied for use as required.

Personal Hire Agreement

Memorandum of Hire Facility

Travel Declaration

Property Insurance Claim Form

Incident Report

Public Liability Certificate of Currency

PERSONAL HIRE AGREEMENT

(♣Personal hire for ♣Personal use)

Persons hiring or using buildings and other property of the Anglican Church accept responsibility for the safe custody of the property during the term of the hire or use. They are required to indemnify the Diocese for any liability arising from the hire and use of the buildings and/or other property.

I/we hereby confirm that I/we have read and fully understand and accept my responsibilities, as summarised above, in entering into this hiring agreement.

I/we have arranged my/our insurances to cover the liabilities listed above and to indemnify the Diocese and enclose evidence of this arrangement.

or

I/we request that the Diocese arrange insurance to cover these liabilities to \$2 Million and I/we agree to pay the premium calculated at \$25.00 per day/\$..... per year. I/we accept that this insurance is subject to payment by me/us of the first \$250.00 for property damage.

Tick one box only

Date of Hire.....

Nature of Hire/Use

Signed by the Hirer.....

Date...../...../.....

Name of Hirer (please print).....

Parish.....

♣ Personal means:

The hirer is a person or an unincorporated group meeting for a non-commercial, non-political, non "cause/crusade" purpose where the meeting is not open to the general public and the hirer does not have a public liability policy. Examples of such activities are:

- *A private birthday party, celebration, wedding reception*
- *Dance practice **not** associated with a dance school or lessons and no fees are charged*
- *Friends who want a venue to read plays/poetry etc (but **not** rehearsals for a show)*
- *Knitting groups who like to meet to compare work/ideas*
- *Musicians using premises for non-commercial purposes (but not musicians who perform elsewhere)*
- *Informal support/self-help groups*

Acknowledgement by Hirer

The Hirer acknowledges that the facility is in such a condition at the date of commencement of the hiring as to render it completely suitable for the purpose for which the Hirer intends to use it.

Indemnity

The Hirer hereby indemnifies the Owner and the wardens and parish councillors of the Parish from and against all actions suits claims and demands of whatsoever nature arising out of or in any way touching or concerning the hiring of the facility.

Signed on behalf of the Owner

Signed on behalf of the Hirer

Date:

OPTIONAL CLAUSES

Not to permit the parking of vehicles in the Church driveways at any time.

Not to enter or permit any person to enter any area other than the facility which is the subject of this agreement.

The Hirer shall, at their own expense, and/or when directed by the Parish Representative, arrange for police attendance.

Not to permit barrels or drums for the storage of ice in the facility.

Not to move Pianos without prior agreement of the Parish.

To ensure that any stage or the rear thereof shall be out of bounds and any stage curtains may be used only by prior agreement with the Parish.

Not allow amplification of music unless the Parish Representative grants special written permission. If such permission is given, the volume will be kept to acceptable levels in accordance with the Environmental Protection Act. All music must be turned down by 11:00 pm and turned off by 1:00 am. Note that under this Act, if police are called out regarding noise levels on the second occasion they will impose a fine.

Not to sell liquor on the premises. The Hirer is reminded that it is an offence to serve liquor to minors.

The Hirer shall deposit the sum of \$____.____ as a guarantee of fulfilment of all terms and conditions, and as security against damage or extra cleaning. The Hirer shall be liable to pay any further amount in excess of such bond on demand by the Parish to meet the full cost of such damage or extra cleaning. Should the Hirer not fulfil the terms and conditions then the bond shall be forfeited. If there is no breach of conditions, damage or extra cleaning costs the bond shall be returned.

Bond monies may be forfeited unless written advice of cancellation of booking is received two weeks prior to booking date.

If the Parish Representative, or any Officer of the Parish deems it necessary to shut down a function, with or without the aid of the police, the bond shall be forfeited.

To respect the rights of residents in the area of the facility. All guests are to be instructed to disperse quickly, quietly and with respect for the residents when leaving. Any complaints from the residents may result in the bond being forfeited.

TRAVEL DECLARATION

Full Name: _____

Address: _____

Phone: _____

Destination: _____ Via _____

Travel dates: From _____ to _____

Reason for travel: _____

Accompanying
Persons: _____

Note: Electronic equipment is not insured when travelling by aircraft, bus or waterborne vessel unless it is carried by you as cabin baggage.

Signed by Person making journey: _____

Date: _____

Signed by Parish/Diocesan Representative: _____

Return to:
The Registrar
Anglican Diocese of Gippsland
PO Box 928
Sale Vic 3850

Fax: (03) 5144 7183

Seven days prior to departure

ANGLICAN DIOCESE OF GIPPSLAND

PROPERTY INSURANCE CLAIM FORM

Claim no.....

Parish / Entity:.....A.B.N.....

Address:Post Code.....

GST registration: Yes No

Particulars of loss or damage: Date:..... Time:

Location:

Full description (including cause):

.....
.....
.....

Specify remedial action taken to prevent a recurrence:
.....
.....

Has loss been reported to the police? No Yes Attach report

List property lost, stolen or damaged:

Description of Property	Replacement cost \$ Net of GST
Total replacement cost Net of GST	\$
<u>Less</u> policy excess	\$
Total amount claimed	\$

PLEASE ATTACH COPIES OF QUOTATIONS OR INVOICES FOR REPAIR OR REPLACEMENT.

Name: Position Phone:.....

Fax Email

Signature: Date:.....

ANGLICAN DIOCESE OF GIPPSLAND

ACCIDENT / INCIDENT REPORT

(use only for personal injury to a Third Party or for damage to Third Party property)

Parish / Entity:.....A.B.N.....

Address:Post Code.....

GST registration: Yes No

Date of Accident / Incident Time of Accident / Incident

Details of injured person involved:

Employee Volunteer Contractor Visitor

Name: Date of Birth: Sex: M / F

Injury Details:

Bodily location of injury

Nature of injury

.....

.....

.....

Was person hospitalised as a result of accident / incident? Yes No

Name of any witness(es)

Accident / Incident Details

Location of the Accident / Incident

What do you consider caused the Accident / Incident?

.....

.....

PUBLIC LIABILITY CERTIFICATE OF CURRENCY

Insert

Your

Public Liability

Certificate of Currency

Here

AMENDMENT SHEET

Amendments will be issued to this manual as required. This sheet will be used to identify these amendments assisting manual users to keep it up to date.

Update No.	Issue Date	Pages Amended
0	Feb 2004	Initial issue