



SUMMARY OF PROTECTION AND INSURANCE SCHEDULE

2023-2024

**Prepared by: National Office of Baptist Insurance Services
AFSL No. 514857**

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Baptist Insurance Services Policies

Baptist Insurance Services arranges a broad range of insurance protection for its constituents as a standard package for which an annual contribution and insurance premium are paid. In addition, there are a number of other policies that can be arranged on a 'needs basis' for which a separate policy is arranged, and an additional premium paid. All policies are placed with licensed insurance underwriters and reinsurers and used an international insurance broker. Baptist Insurance Services is the holder of Australian Financial Services Licence No. 514857 and is able to provide general advice on general insurance products and deal in general insurance products.

To help you determine the scope of property protection and insurance coverage that you have, we advise that **all Baptist constituents** who have arranged their insurance through Baptist Insurance Services have the following protection and insurance covers in place:

Property Protection	General Liability (including Hirers' Liability)
Professional Indemnity	Directors and Officers Liability
Corporate Practices Protection	Personal Accident – Pastors and Spouses
Corporate Travel Insurance	Personal Accident – Volunteers and Youth Activities
Cyber Insurance (Churches only)	

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

Motor Vehicle Insurance	School Students Personal Accident Cover
School Students Travel Insurance	Marine Hull Insurance
Contract Works Insurance	Cyber Protection Insurance (other than churches)

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

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

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

In consideration of the member paying the contribution and premium shown on their Protection and Insurance Invoice, they will be covered for the core Property Protection and insurance policies shown in blue above. Baptist Insurance Services will be liable for any loss or damage suffered by a covered person if BIS has failed to place the property protection and insurance cover in an appropriate manner.

The Protection and Insurance Program section of the manual briefly describes individual Protection and insurance. It should not, however, be treated as a replacement for the relevant property protection and policy documents. Each policy from our licensed underwriters is maintained with Baptist Insurance Services and is available anytime for viewing and/or interpretation. Copies of the product disclosure statement, property protection, and policy wordings can be provided, at no cost, to Members upon request. A Certificate of Currency, confirming protection cover and policy is active, may be obtained at no cost from Baptist Insurance Services at any time.

General

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

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

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

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

Period of Protection From: 4.00 PM on 30 September 2023 Local Standard Time (Vic)
To: 4.00 PM on 30 September 2024 Local Standard Time

Names of Member Entities

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

Property Protection

Underwriter	Baptist Mutual Limited																					
Covering	Loss, destruction of, or damage to the Property protected as a result of a Protection peril, including loss resulting from interruption or interference to the business, all as defined in the Product Disclosure Statement.																					
Interest Insured	<p>Section 1 – Material Loss or Damage</p> <p>All real and personal property of every kind and description belonging to the Member or for which the Member is responsible or has assumed responsibility to protect prior to the occurrence of any damage including all such property in which the Member may acquire an insurable interest during the period of protection.</p> <p>Section 2 – Consequential Loss</p> <p>Loss of Gross Revenue (as defined) as a result of a reduction in turnover and/or increase in cost of working resulting from loss, destruction or damage caused by a Protection Peril as per Section 1.</p>																					
Situation and/or Premises	Anywhere in Australia where the Member has property or carries on business, has goods or other property stored or being processed or has work done, including contract sites.																					
Limit(s) of Protection	<p>The amount(s) set out hereunder represent the Member(s) maximum Limit(s) of Protection any one loss or series of losses at any one Situation arising out of any one original source or cause subject to any Sub-Limit(s) of Protection specified elsewhere in the PDS and the Schedule.</p> <p>Combined Section 1 and Section 2 \$170,000,000</p>																					
Sub-limit(s) of Protection	<p>The protection of the Member(s) shall be further limited in respect of any one claim or series of claims arising out of any one event at any one Situation as set out hereunder subject to the following conditions:</p> <ol style="list-style-type: none"> Such Sub-Limit(s) shall apply cumulatively to any one event at any one situation. The Sub-Limit(s) shall only apply to any direct loss or damage to the Property Protected and shall not include any subsequent, consequential or indirect losses which may result therefrom. It is understood and agreed that such Sub-Limit(s) shall not increase the protection of the Member(s) beyond the Limit(s) of Protection expressed above. The undermentioned deductible(s) will apply in respect to such Sub-Limit(s) but shall not be cumulative. <p>Section 1 – Material Loss or Damage</p> <table> <tr> <td>Accidental Damage</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Removal of Debris</td> <td style="text-align: right;">\$5,000,000</td> </tr> <tr> <td>Extra Cost of Reinstatement</td> <td style="text-align: right;">\$10,000,000</td> </tr> <tr> <td>Additional Extra Costs of Reinstatement</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Loss of Land Value</td> <td style="text-align: right;">\$500,000</td> </tr> <tr> <td>Expediting Expenses</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Legal liability to make enquiries</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Property (excluding money) in Transit</td> <td style="text-align: right;">\$250,000</td> </tr> <tr> <td>Temporary Protection</td> <td style="text-align: right;">\$250,000</td> </tr> <tr> <td>Directors & Officers' Personal Effects</td> <td></td> </tr> </table>		Accidental Damage	\$2,000,000	Removal of Debris	\$5,000,000	Extra Cost of Reinstatement	\$10,000,000	Additional Extra Costs of Reinstatement	\$2,000,000	Loss of Land Value	\$500,000	Expediting Expenses	\$1,000,000	Legal liability to make enquiries	\$1,000,000	Property (excluding money) in Transit	\$250,000	Temporary Protection	\$250,000	Directors & Officers' Personal Effects	
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Legal liability to make enquiries	\$1,000,000																					
Property (excluding money) in Transit	\$250,000																					
Temporary Protection	\$250,000																					
Directors & Officers' Personal Effects																						

(limit any one person to \$5,000)	\$20,000
Fire Fighting Extinguishment Costs	\$250,000
Clearance of Drains	\$250,000
Territories Outside Australia	\$50,000

Section 2 – Consequential Loss

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

Section 1& 2 Material Loss or Damage/ Consequential Loss

Flood: Section 1 & 2 Combined	\$30,000,000
Named Cyclone: Section 1 & 2 Combined	\$30,000,000
Bushfire: Section 1 & 2 Combined	\$30,000,000
Storm, Hail, Windstorm, Storm Surge: Section 1 & 2 Combined	\$30,000,000

Section 3 – Theft, Money & Glass Breakage

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

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

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

Policy Wording	Baptist Mutual Product Disclosure Statement	
Indemnity Period	60 Months	
First Amount Payable	*Schools & Colleges	\$3,000
	*Aged Care and General Care:	\$5,000
	Conference Centres:	\$5,000
	Churches:	\$1,000
	Camps:	\$1,000
	Other:	\$1,000
	*First Amount Payable will increase to \$5,000 for the following categories:	
	o Flood	
	o Bushfire	
	o Named Cyclone	
	o Storm, hail, windstorm, storm surge, and ingress of water.	
	Earthquake, Subterranean Fire	
	or Volcanic Eruption	\$20,000 for all constituents

Important Notice

1. If any of your property become unoccupied and/or have remained unoccupied for 30 consecutive days, you must notify Baptist Insurance Services immediately.
2. Marsh Valuation Program: If you choose not to utilise these valuation figures and selected your own values, the member must engage (at their own cost) with a certified and accredited property valuer. Valuations must be based on Insurance replacement cost and NOT resale value valuations. The minimum requirement is that the valuer (third party) must have Professional Indemnity protection in place with a Limit of Indemnity of \$20 million. A certificate of Currency must be provided to the member/ Baptist Mutual Limited as proof of protection coverage for service provided to our members.

General Liability (Public & Products)

Underwriter	Ansvar	
Policy Number	06 080 0637590	
Interest Insured	<p>Insured's legal liability to pay damages or compensation in respect of:</p> <p>(a) Personal Injury; (b) Property Damage (c) Advertising Injury</p> <p>Occurring within the geographical limits during the period of insurance as a result of an occurrence happening in connection with the Insured's business</p>	
Geographical Limits	Anywhere in Australia (except the United States of America and Canada) as per policy wording	
Shared Limit Clause	Any aggregate limit of liability as insured under this policy are shared limits of liability and is the most; we will pay for all claims in the aggregate during the period of insurance regardless of the number of Insureds covered by the policy.	
Limit(s) of Liability	\$20,000,000 for any one claim but limited to \$20,000,000 in the aggregate for any one period of insurance with respect to product liability.	
Sub – Limit	<p>Hirer's Liability - \$20,000,000</p> <p>Molestation/sexual abuse - \$10,000,000 for any one occurrence and in the aggregate any one insurance year (Claims Made Basis)</p>	
Retroactive Date (Molestation/Sexual abuse only)	30 th of September 2023	
Deductible	Schools & Colleges	\$5,000
	Aged Care and General Care:	\$5,000
	Conference Centres:	\$5,000
	Churches:	\$2,000
	Other:	\$2,000
Molestation/ Abuse	All constituents	\$25,000
Excluding Liability	<p>Employee Liability Sexual abuse by a known offender Medical malpractice Professional Indemnity Aircraft Products Pollution and contamination Exclusion Registered Motor Vehicles Watercraft more than 8 metres Asbestos exclusion Terrorism exclusion Electronic Data endorsement Fines & Penalties Punitive & Exemplary Damages Missionary work outside of Australia</p>	
Policy Wording	Ansvar GPL Wording	

Special Exclusion**Molestation – Known Offenders Exclusion**

Any claim directly or indirectly arising out of or in connection with **Sexual Abuse** provided always that this exclusion shall apply only to claim against an **insured** (hereinafter referred to in this exclusion as “the relevant insured” who:

1. a *claim or claims* arising from any *known circumstance*;
2. a *claim or claims* arising from any fact, situation, event, or circumstance if written notice of that fact, situation, event, or circumstance has been given and accepted under any insurance *policy* that was in force before the start of the *period of insurance*;
3. any liability to pay *compensation* where:
 - a) the *sexual abuse* is committed with *your* consent or knowledge; or
 - b) the *sexual abuse* is committed by *you* against any *official* or *employee*; or
- c) *you* or any of *your officials* knew or ought reasonably to have known that the actual or alleged perpetrator of the *sexual abuse* had previously:
 1. committed *sexual abuse*; and/or
 2. been convicted of committing *sexual abuse*; and/or
 3. been charged with any offense relating to *sexual abuse*; and/or
 4. been the subject of a prior complaint in respect of *sexual abuse* while being a representative, member, *employee*, *volunteer*, or service provider of *yours*, which had not been dealt with by *you* in accordance with *your client protection policy*.
- d) *you* have engaged or appointed the actual or alleged perpetrator of the *sexual abuse* as a representative, member, *employee*, *volunteer*, or service provider of *yours*, without making the investigations required under any legislation and pursuant to *your client protection policy*;

High Risk Activities

If you are currently organising, running, or participating in any of the High Risks activities that are highlighted below or you maybe wanting to offer these activities in the future – please contact your local Baptist Insurance Services representative, before these activities have commenced, allowing Baptist Insurance Services to assess, making sure that the appropriate covers are in place and approved by the holding underwriter. Please note that there may be situations were insurance protection may not be offered by the holding underwriter – due to the nature of the High-risk activity.

High-Risk Activities any of your operations or any other activities organised by you that involve any of the following: motor races, motor rallies, motor speed tests, motocross, trail bikes, dune buggies, quad bikes, go-karts, mountain biking, horse / pony riding, canyoning, caving, rifle/firearms, paintball, skirmish and other forms of shooting, hang gliding, parachuting, para gliding, hot air ballooning, aerial activities, white water canoeing/kayaking/ rafting (above class 2 rapids), water sports with power boards or water skiing, scuba diving, vertical and horizontal bungee jumping, gladiator games, abseiling, rock climbing, high ropes courses, trapeze, zip-lines, rock walls, martial arts, boxing, amusement arcades, parks or rides, commercial fairgrounds, bouncy/jumping castles and/or use of any other inflatable device, trampolining, fireworks or fire walking.

Action required – if you want to conduct a high-risk activity, please get in touch with your local BIS State office to ascertain cover.

Umbrella Liability

Underwriter	AIG Australia, HDI Global Chubb Insurance Limited Vero Insurance		
Policy Numbers	0000079750 1812072-14001 02CE017763 LSX019450409		
Interest Insured	Insured's legal liability to pay compensation in respect of: (a) Personal Injury; (b) Property Damage; or (c) Advertising Liability happening during the Period of Insurance and caused by an Occurrence within the geographical limits in connection with the Business.		
Geographical Limits	Anywhere in the world (except the United States of America and Canada).		
Limit(s) of Liability	\$230,000,000 any one Occurrence and in the aggregate in respect to Liability in excess of Underlying Insurances and Self-Insured retentions		
Excluding Liability	Employee Liability Sexual abuse by a known offender Medical malpractice Professional Indemnity Goods in Care, Custody, and Control over \$500,000		
Policy Wording	AIG Umbrella Liability Policy and Endorsements		
Underlying Covers	Class	Insurer	Limit of Indemnity
	General & Products	Ansvar	\$20,000,000
	Motor Vehicle	Vero	\$50,000,000
	Workers Comp	Various	As per Acts
	Corporate Travel	AIG	Territorial Workers Comp. \$2,000,000 Aggregate. Personal Liability \$5,000,000

Professional Indemnity - Claims Made Policy

Underwriter	Ansvar Insurance	
Policy Number	06 085 0637591	
Interest Insured	Liability for Breach of Duty owed in a Professional Capacity arising out of any act error or omission occurring or committed in such professional capacity	
Shared Limit Clause	Any aggregate limit of liability as insured under this policy are shared limits of liability and is the most, we will pay for all claims in the aggregate during the period of insurance regardless of the number of Insureds covered by the policy.	
Limit(s) of Liability	\$20,000,000 for any one claim, and \$40,000,000 in the aggregate.	
Deductible	Schools & Colleges	\$5,000
	Aged Care and General Care:	\$5,000
	Conference Centres:	\$5,000
	Churches:	\$2,000
	Camps:	\$2,000
	Other:	\$2,000
Retroactive Date	30/09/2023	
Special Comments	"Claims Made" Wording This Policy is issued on a claims-made basis.	
Exclusions	Dishonesty, Fraudulent or Criminal Breach of Duty Sexual abuse Medical Practitioners Self-employed Registered Medical Professionals Baptist Financial Services Baptist Insurance Services	

Directors and Officers Liability - Claims Made Policy

Underwriter	Liberty Speciality Markets	
Policy Number	DOPE23616676	
Insured	Refer definition of Insured on page 4	
Insured Interest	Indemnity to Directors and Officers' by reason of any wrongful act (as defined) committed by them in their capacity as a director or officer (as defined) including defence costs.	
Limit(s) of Liability	\$30,000,000	
Sub Limits	Cost of Living Expenses Court Attendance Cost Public Relation Expenses Reputation Protection Expenses Shareholders Derivative Investigation Cost	
Deductible	Schools & Colleges	\$5,000
	Aged Care and General Care:	\$5,000
	Conference Centres:	\$5,000
	Churches:	\$2,000
	Camps:	\$2,000
	Other:	\$2,000
Retroactive Date	Unlimited, excluding known claims and circumstances	
Endorsements:	Sexual behaviours exclusion	
Major Exclusions	Professional Liability Kidnap, Ransom Baptist Financial Services Baptist Insurance Services	

Corporate Practices Protection - Claims Made Policy

Underwriter	Specialist Underwriting Agencies Pty Ltd	
Policy Number	CPP20-0269	
Insured	Refer definition of Insured on page 4	
Insured Interest	Indemnity to Directors' & Officers' by reason of any wrongful act (as defined) committed by them in their capacity as a director or officer (as defined) including defence costs.	
Limit(s) of Liability	Employment Practices Liability	\$2,000,000
	Statutory Liability	\$2,000,000
Sub Limits	Automatic Extensions	
	Employee Costs	\$50,000
	Reputation Protection Expenses	\$100,000
	Extradition Costs	\$100,000
	Statutory Liability Only	
	Costs to Produce	\$50,000
	Regulatory Audit	\$50,000
Deductible Employment Practices	Schools & Colleges	\$10,000
	Aged Care and General Care:	\$10,000
	Conference Centres:	\$10,000
	Churches:	\$ 5,000
	Camps:	\$ 5,000
	Other:	\$ 5,000
Deductible All Other Sub Limits	Schools & Colleges	\$2,000
	Aged Care and General Care:	\$2,000
	Conference Centres:	\$2,000
	Churches:	\$1,000
	Camps:	\$1,000
	Other:	\$1,000
Retroactive Date	Unlimited, excluding known claims and circumstances	
Endorsements:	Sexual behaviours exclusion	
Major Exclusions	Professional Liability Kidnap, Ransom	

Cyber Protection (Cover for Churches only)

If unsure if this cover applies to your organisation, please contact your local state BIS Manager

Underwriter	ProRisk	
Policy Number	LELBFV-5	
Insured Interest	Cyber and Privacy Protection in accordance with the policy wording and subject to the following sub-limits.	
Limit(s) of Liability	\$5,000,000	
Sub Limits	Cyber Incident Response	\$5,000,000
	Cyber Extortion	\$ 250,000
	Data and Application Restoration Costs	\$2,500,000
	Business Interruption	\$ 250,000
	Data Breach Investigation	\$5,000,000
	Privacy & Media Liability	\$5,000,000
	Public Relations Expenses	\$ 50,000
	System and Software Betterment	\$ 50,000
	Payment Card Industry Extension	\$ 50,000
	Court Attendance Costs	\$ 50,000
	Emergency Costs	\$ 50,000
Deductible		\$ 5,000
Time Excess	For Business Interruption Cover	24 Hours
Policy Wording	ProRisk Cyber & Privacy Liability Wording	

Extensions**EMERGENCY HOME HELP CLAUSE**

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

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

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

The Company's liability is limited to:

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

Out of Pocket Expenses

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

Student Tutorial Cost

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

The Insured Person is registered as a full-time student

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

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

DEFINITIONS UNDER NON-MEDICARE MEDICAL EXPENSES

NON-MEDICARE MEDICAL EXPENSES means expenses incurred within twelve (12) months of sustaining an injury; and expenses paid by an Insured Person or by the Insured for Doctors, Physicians, Surgeon, Nurses, Physiotherapist, Chiropractors, Osteopath, Hospitals, and/or Ambulance services for the following treatments:

Medical
Surgical
X-Ray
Chiropractic
Osteopathic
Physiotherapy
Hospitalisation
Nursing

But excludes

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

CONDITIONS APPLYING TO NON-MEDICARE MEDICAL EXPENSES

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

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

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

Personal Accident (Pastors & Spouses)

Underwriter AIG Australia

Policy No: 2600140259

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

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

Indemnity Death & Capital benefits \$200,000

Age Limitation 85 Years of Age

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

Corporate Travel

Underwriter	AIG Australia
Policy Number	2600140257
Scope of Cover	Cover under this Policy applies whilst an Insured Person is engaged in a Journey (as defined) undertaken on the Insured's business, including all incidental private travel.
Insured Person(s)	All Constituent Members and Volunteers of the Insured whilst on Authorised Business Travel, as defined
Journey	<p>"Journey" shall mean any authorised business travel not exceeding 180 days undertaken on the business of the Insured, provided such travel involves a destination of 50 kilometres or more OR travel by air OR interstate or overseas travel.</p> <p>Authorised Business Travel shall also include all incidental or associated private holiday travel.</p> <p>Such cover shall commence from the time the Insured Person leaves their normal residence or place of business, whichever is the place of departure for the commencement of the journey, and be continuous on a full-time 24-hour basis until the Insured Person returns to his normal residence or place of business, whichever occurs first.</p> <p>Everyday commuting shall not be regarded as a journey on the business of the Insured.</p> <p>A minimum of 60% of the journey must be for authorised business.</p>
Geographical Limits	<p>Anywhere in the world except</p> <ul style="list-style-type: none"> Iran, Niger, Afghanistan, Mali, Yemen, Chad, Sudan, Somali, Libya Burundi, Syria, and North Korea Any DFAT "Do Not Travel" listed country
Schedule of Benefits	As per the following Schedule of Benefits

Section	Item	Maximum Benefit (AUD)
1A	Personal Accident and Capital Benefits	\$1,000,000
	• Accompanying persons	250,000
	• Dependent children	100,000
	• Sickness resulting in Surgery	20,000
	• Injury resulting in Surgery	20,000
1B	Weekly Benefit – Injury (max. 156 weeks; 7-day excess)	250 and not exceeding 85% of earnings
1C	Weekly Benefit – Sickness (max. 156 weeks; 7-day excess)	Not Insured
1D	Injury Resulting in Fractured Bones-	15,000
1E	Lump Sum Benefits	300

	Injury Resulting in Loss of Teeth or Dental Procedures	
2	Kidnap & Extortion	600,000
3	Hijack and Detention	3000 per day to max \$60,000
	• Legal Costs	\$15,000
4	Medical and Additional Expenses	Unlimited
	Cancellation and Curtailment Expenses	Unlimited
	Continuous Bed Confinement (max. 100 days)	400 per day
5	Overseas Emergency Assistance	Unlimited
6	Loss of Deposits	Unlimited
7	Luggage, Personal Effects, Portable Business Equipment & Documents	25,000
	Repatriation of Belongings	3,000
	Delayed and Mislaid Luggage – in any one occurrence for any one insured person & reported immediately	150
	In any one occurrence for any one insured person) after 8 consecutive hours a maximum of	4,000
	Travel Documents	included
	Money – any one incident	5,000
	Keys and Locks – any one incident	3,000
8	Alternative Employee Expenses	30,000
9	Personal Liability	12,500,000
10	Rental Vehicle Excess	6,000
11	Extra Territorial Workers Compensation	
	Weekly Compensation	1,200
	Aggregate Limit of Liability	2,500,000
12	Missed Transport Connection	5,000
13	Political Evacuation	100,000 (Limit \$30,000 per person)

Aggregate Limit

Scheduled Flights

None

Non – scheduled Flights

None

However, with regards to non-scheduled flights, please note general exclusion 2 state claims not covered for: “Air travel, except as a passenger in a properly licenced aircraft”

Exclusions

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

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

Motor Vehicle **Optional Cover**

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

Underwriter	Vero Insurance						
Policy Number	MSL022579664						
Interest Insured	<p>All Motor Vehicles (including those converted to LPG) presently existing or hereinafter acquired, owned, hired, leased, rented, loaned, borrowed or used by the Insured, for which the Insured is responsible or has assumed responsibility or in which the Insured has an insurable interest or for which the Insured has received instructions to insure.</p> <p>The term "Motor Vehicles" shall be deemed to also include Motor Cycles, Trailers, Caravans, and Mobile Plant and Equipment.</p> <p>All accessories, tools, and spare parts including, but not limited to radios, receiving and transmitting equipment, cassettes, recorders, air conditioning units, gates, binders, ropes, tarpaulins, sign writing, and artwork; including such property (not otherwise insured) installed by employees.</p>						
Geographical Limits	Anywhere within the Commonwealth of Australia and during transport by sea, land, or air between any places in the Commonwealth of Australia						
Limit(s) of Liability	<p>Own Vehicle Damage</p> <p>Market value unless specifically stated otherwise.</p> <p>Additional Vehicles limit \$200,000 any one vehicle</p> <p>Third-Party Liability</p> <p>\$50,000,000 for any one event</p> <p>Subject to Carriage of Hazardous Goods Limit (14.3) \$1,000,000</p>						
Sub-Limits of Liability	<p>In respect of the following benefits payable under Section 1 the liability of the Insurer shall be limited for any one claim to the amount stated hereunder.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Emergency Repairs</td> <td style="text-align: right;">\$500</td> </tr> <tr> <td>Emergency Travel</td> <td style="text-align: right;">\$2,250</td> </tr> <tr> <td>Hire Costs (following the theft of vehicle up to 30 days)</td> <td style="text-align: right;">\$3,000</td> </tr> </table>	Emergency Repairs	\$500	Emergency Travel	\$2,250	Hire Costs (following the theft of vehicle up to 30 days)	\$3,000
Emergency Repairs	\$500						
Emergency Travel	\$2,250						
Hire Costs (following the theft of vehicle up to 30 days)	\$3,000						
Deductible	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Schools & Colleges/Care</td> <td style="text-align: right;">\$1,000</td> </tr> <tr> <td>Churches/Camps/Other</td> <td style="text-align: right;">\$750</td> </tr> </table> <p>Applies to each claim plus any applicable age or inexperienced driver excess</p> <ul style="list-style-type: none"> - Drivers under 21 years of age - \$850 - Drivers 21 years to 25 years of age - \$750 - Inexperienced drivers - \$750 - Buses 25 seats and over, including Toyota Hiace Commuter buses - \$1,000 	Schools & Colleges/Care	\$1,000	Churches/Camps/Other	\$750		
Schools & Colleges/Care	\$1,000						
Churches/Camps/Other	\$750						

Personal Accident – Student Cover Optional Cover

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

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

Underwriter: Berkshire Hathaway Specialty Insurance

Policy number: 47- ZAH-4202-01

Period of Insurance: 1st March 2022 to 1st March 2023

SCHEDULE OF EVENTS AND COMPENSATION

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

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

School Student Travel Cover **Optional Cover**

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

Underwriter	AHI
Policy Number	5577513
Period of Insurance	From 4 pm 1 March 2022 to 4 pm 1 March 2023 (local standard time)
Insured Person(s)	Students travelling in excess of 100kms intrastate, interstate, or overseas whilst on authorised travel of the School.
Sums Insured	As per Summary of Benefits
Deductible	\$50 for each and every claim
Principal General Exclusions	<ul style="list-style-type: none"> - Fines, punitive or exemplary damages - Person engaged in air travel except as a passenger in any properly licensed aircraft - Deliberate self-inflicted injury - Radioactivity and contamination from nuclear waste - Sexually transmitted disease - Travel in, to, or through Cuba

Summary of Benefits

Item	Maximum Benefit (AUD)
Death and Capital Benefits - Students	\$50,000
Accident Weekly Benefits (Limited to 156 weeks)	\$1,000
Overseas Medical Expenses	Unlimited
Emergency Medical Evacuation	Unlimited
Repatriation of Mortal Remains	Unlimited
Loss of Deposits/Cancellation Fees/Additional Expenses	Unlimited
Personal Liability	\$10,000,000
Baggage/Travel Documents/Credit Cards	\$10,000
Money	\$5,000
Alternative Employee/Resumption of Assignment Expenses	\$10,000
Rental Vehicle Collision Damage and Theft Excess Waiver	\$6,000
Missed Transport Connection	\$10,000
Kidnap and Ransom	\$500,000
Political Evacuation	\$50,000
Corporate Travelers Family Assistance up to	\$300,000

Marine Hull **Optional Cover**

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

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

Claims Procedure

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

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

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

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

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

Property Protection

Property (Material) Damage

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

Where there has been loss or damage to your property:

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

Business Interruption (BI)

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

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

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

Except in exceptional circumstances, all property claims must be notified within the current renewal period (30/09/2023 to 30/09/2024) and the final settlement of claims is to be arranged no later than 30 days post-renewal (30/09/2024).

General and Products Liability

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

Upon the happening of any incident likely to give rise to a claim, the following points must be noted:

1. All reasonable steps should be taken following an accident or loss to protect the person or property from any further injury.
2. Advice must be forwarded to Baptist Insurance Services, together with originals of all correspondence received from a third party and any other supporting documentation (e.g. incident report)
3. Where an Incident Report is to be completed, bear in mind the following:

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

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

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

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

"Without Prejudice"

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

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

[Refer to the Members Portal for Fact Sheets, Checklists, and other templates.](#)

“Claims Made” Policies

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

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

- **Directors’ & Officers’ Liability;**
- **Corporate Practices Protection**
- **Professional Indemnity Insurance;**

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

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

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

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

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

Baptist Insurance Services strongly recommends that all facts and/or known circumstances that may have the potential to give rise to a claim in the future be notified within the current period of insurance. **YOU MUST NOTIFY** Baptist Insurance Services Limited immediately as failure to notify may jeopardise your right to claim.

Notifiable Matters

The following provides a practical guide to notifiable matters:

1. Claims

- civil proceedings or written demand against the Company and/or individual insured seeking damages e.g. letter of demand alleging breach of employment practices duty.
- criminal proceedings against the Company and/or an individual insured e.g. charge of breach of the Occupational Health & Safety Act.
- administrative or regulatory proceedings e.g. notice of proceedings for breach of Corporations Law regulations.

2. Circumstances

- awareness of conduct which may give rise to civil proceedings e.g. through allegations of breach of employment practices.
- awareness of conduct that may have breached laws and which may result in criminal proceedings against an Insured and its representatives.
- awareness of a breach of regulations which may give rise to administrative or regulatory proceedings.

3. Securities Claim

written demand against the Insured seeking damages, e.g. alleging inadequate disclosure in a company document.

4. **Representation at investigations and examinations**

receipt of notice (written or oral) that a representative of the Company and/or individual Insured is required to attend or appear at an official investigation, examination or inquiry into the affairs of the Company.

Notification Procedure

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

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

Motor Vehicle

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

1. In the event of an accident:
 - Stop and exchange names and addresses with any other party involved.
 - Record the registration number and make of any other vehicle.
 - Ensure that the exact location of the accident is noted, together with the times and conditions of the Road (e.g. slippery – following heavy rain).
 - Record the names and addresses of as many witnesses as possible at the scene of the accident.
 - Report accident to the Police if required to do so by State Motor Traffic Law or By-Law.
 - Discussions concerning negligence of either party involved in the accident must not be entered into.
2. **Where damage to the vehicle is likely to exceed \$1,000**
 - Contact the insurer Vero directly at **1300 888 073**, quoting your policy number **MLS022579664**.
 - Vero will manage your claim from start to finish.
 - Follow their advice on vehicle quotations and repairs. Most vehicles will be repaired through their 'SMART' Centres.
 - Excesses will be paid on your behalf by Baptist Insurance Services, who will, in turn invoice you the applicable excess.

Corporate Travel

Overseas Emergency Assistance

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

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

+60 3 2772 5641
Reverse Charge
www.aig.com/TravelAssistanceAustralia

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

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

All Other Claims (Non-Emergencies)

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

3. Forward the completed Claim Form, together with all supporting documentation to Baptist Insurance Services together with a short covering summary outlining brief circumstances of the claim.

Personal Accident

In the event of injury, an Insured Person must:

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

Duty of Disclosure

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

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

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

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

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

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

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

Examples of matters that should be disclosed are:

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

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

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

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

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

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

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

We recommend you:

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

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

Waiver of Rights

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

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

Claims Made Policies

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

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

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

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

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

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

Occurrence Basis Policies

Combined General Liability, Property Protection, Travel, Contract Works, Marine policies and some other policies are written on an occurrence basis.

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

Interests of Other Parties

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

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

Utmost Good Faith

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

Change of Risk or Circumstances

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

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

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

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

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

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

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

Mis-statement of Premium

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

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

Terrorism Insurance Act 2003

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

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

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

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

Importance Notice

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