



The Uniting Church in Australia, Queensland Synod  
2022/2023 Insurance & Claims Manual  
for Presbyteries and Congregations

Policy Period:  
31 October 2022 to 31 October 2023

## Introduction

This Insurance Summary has been compiled by Aon Risk Services (Aon) and UCAQ Risk & Insurance team to provide a broad outline of The United Church in Australia, Queensland Synod (UCAQ) Insurance Program and to offer general information and assistance in understanding the various insurances which have been arranged on UCAQ behalf.

It is important to recognise that various and multiple parts of the insurance program can be called upon to respond to incidents and claims and that the Directors' & Officers', Employees, Committee Members and Volunteers are all recognised as insured parties.

## Named Insured

<b>Named Insured</b>	The United Church in Australia Property Trust (Q.), The United Church in Australia, Queensland Synod, including property trusts, trusts, constituents, related associated bodies whether incorporated or unincorporated and/or affiliated bodies.	
	This includes:	
	Directors' & Officers'	Employees
	Committee Members	Volunteers
<b>Period of Insurance</b>	<p>From: 4.00 PM on 31 October 2022 Local Standard Time          To: 4.00 PM on 31 October 2023 Local Standard Time*</p> <p>*Public and Products liability policy expires on 30 September 2023</p>	



## Insurance Coverage Summary

Insurance Policy		Property Loss or Damage		Bodily Injury		Sexual Abuse	Pure Financial Loss (including defence)
		UCAQ Assets	External Parties	Internal Parties	External Parties		
Industrial Special Risks	Accidental Loss or Damage plus any associated Consequential Loss	✓					
Machinery Breakdown	Material Damage – Breakdown	✓					
Liability	Public & Products Liability - \$20M				✓	✓	
Motor Vehicle Fleet	Own Damage, Third Party Property & Supplementary Bodily Injury	✓	✓		✓	☐	
Financial Lines	Directors' & Officers' Liability						✓
Personal Accident	Voluntary Workers			✓			
Compulsory Third Party (CTP)	Bodily Injury			✓	✓	☐	
Driver Protection	Bodily Injury			✓	✓		



Type of Insurance Coverage	Insurance Policy	Coverage Description
Property Loss or Damage	Industrial Special Risks	<p>Industrial special risks insurance provides cover for physical loss or damage to UCAQ property as a result of, for example, fire, flood, storm, vandalism, earthquake, theft or accidental damage.</p> <p>Coverage is for the costs of replacement or reinstatement in the event of damage, and will also indemnify UCAQ for any resultant shortfall in revenue or increased costs to maintain UCAQ's services.</p> <p>What is covered?</p> <ul style="list-style-type: none"> <li>• Loss of or damage to UCAQ's premises, contents and equipment.</li> <li>• Loss of revenue from insured property damage.</li> <li>• Loss or damage of UCAQ's staff's personal property held on premises.</li> <li>• Costs for demolition and debris removal, storage and disposal.</li> <li>• Loss of or damage caused by boiler and/or pressure vessel.</li> <li>• The cost of additional increase cost of working following insured damage.</li> <li>• Theft of UCAQ Money.</li> <li>• All buildings, plant, machinery, contents, furniture and items belonging to UCAQ.</li> </ul> <p>What is not covered?</p> <ul style="list-style-type: none"> <li>• Property, fixtures &amp; fittings that are owned by the residents, visitors, guests or tenants.</li> </ul>
	Electronic Equipment & Machinery Breakdown (Non-Hospital Properties)	<p>Electronic Equipment &amp; Machinery Breakdown Insurance provides cover for Breakdown which means sudden and accidental damage to an item of Equipment or a part thereof, which manifests itself at the time of its occurrence by physical damage to the item of Equipment or part thereof that necessitates its repair or replacement. This insurance also includes loss of Deterioration of Refrigerated Stock and Additional Increased Cost of Working due to a breakdown of equipment.</p>
	Motor Vehicle Fleet	<p>Motor Vehicle Insurance covers accident damage or theft of UCAQ vehicles based on the vehicles market value at the time of the accident. It also includes third party property damage and supplementary bodily injury caused by a UCAQ Motor Vehicle.</p>
Liability	Public & Products Liability - \$20M	<p>Public Liability Insurance covers legal liability for bodily injury or property damage that a third party suffers (or claims to have suffered) as a result of UCAQ activities.</p> <p>Product liability insurance protects against claims of bodily injury or property damage caused by products sold or supplied through UCAQ.</p> <p>This includes cover for:</p> <ul style="list-style-type: none"> <li>• Costs and expenses incurred with the prior consent of Underwriters, in the investigation, defence or settlement of any Claim indemnified the policy.</li> <li>• Advertising Injury</li> <li>• Defamation, libel and slander</li> <li>• Molestation/Sexual Abuse of \$10,000,000 any one offender but limited to \$20,000,000 in the aggregate any one Period of Insurance.</li> </ul>

Type of Insurance Coverage	Insurance Policy	Coverage Description
Financial Lines (Pure Financial Loss)	Directors' & Officers' Liability	Directors' & Officers' Liability Insurance provides cover for UCAQ Directors, Officers, Committee Members, Employees or Volunteers for their legal liability for wrongful acts committed whilst acting in their capacity as a Directors, Officers, Committee Members, Employees or Volunteers.  This insurance also includes company reimbursement cover for payments UCAQ is legally entitled or obliged to make in indemnifying Directors, Officers, Committee Members, Employees or Volunteers for claims made against them whilst acting in their capacity as UCAQ Directors, Officers, Committee Members, Employees or Volunteers.
Accident & Health	Personal Accident	Personal Accident Insurance covers UCAQ Voluntary Workers, Student Nurses Work Experience Students for accidental death, injury, permanent or temporary disability as result of an accident. Benefits are payable as a lump sum for death, injury, permanent disability and weekly benefits for temporary disability for normal weekly earnings.
Compulsory Third Party (CTP)	Bodily Injury	Compulsory Third Party (CTP) Insurance is a statutory insurance that forms part of Queensland registered vehicles and provides cover for bodily injury caused by a motor vehicle. What is covered? <ul style="list-style-type: none"> <li>• Lump sum prescribed compensation</li> <li>• Medical Expenses</li> <li>• Rehabilitation Costs.</li> </ul>
Driver Protection	Bodily Injury	Driver Protection Insurance provides cover driver up to \$2 million in benefits for specified serious injuries for if the driver of a UCAQ registered motor vehicle that is deemed as the at-fault driver.

## Claims Made policies

The following insurance policies are issued on a claims made basis:

- Directors' & Officers' Liability
- Crime
- Employment Practices Liability
- Medical Malpractice Liability
- Professional Indemnity

This means that these policies responds to:

- Claims first made against you during the policy period and notified to the underwriter during that policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and
- Facts, pursuant to Section 40(3) of the Insurance Contracts Act 1984, which states: "where the insured gave notice in writing to the underwriter of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the underwriter is not relieved of liability under the contract in respect of the claim when made by reason only that it was made after the expiration of the period of insurance cover provided by the contract".

When the policy expires, no new notifications can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

Class of Insurance	Underwriter		Policy Number	Policy Limit(s)		Deductible(s)		
<b>Industrial Special Risks – Non-Hospitals</b>	AAI T/as Vero Insurance Limited	40%	ISG01748576	Combined Limit Section 1 & Section 2		Sections 1 & 2 Earthquake Subterranean Fire or Volcanic Eruption (a) \$20,000 or (b) an amount equal to 1% of the total Declared Values at the situation where the Damage occurs whichever is the greater		
	AXA XL Insurance Limited	15%	AU00004775PR15A	Wheller Gardens, Wheller on the Park Chermside - excluding Youngman and Wheller on the Park Villas	\$350,000,000			
	Catholic Church Insurance Limited	28%	04.ISR.0162116	All other Aged Care Facilities & Retirement Villages (including Youngman & Wheller on the Park Villas)	\$250,000,000	Flood & Named Cyclone	\$100,000	
	Chubb Insurance	17%	02FX026630	All other locations	\$100,000,000	Consequential loss claims	48 hours	
<b>Electronic Equipment &amp; Machinery Breakdown – Non Hospitals</b>	AAI T/as Vero Insurance Limited		MEB020506760		Combined Limit – Section One Equipment Breakdown & Section Two – Interruption	\$5,000,000	Each and every Occurrence	\$1,000
					Deterioration of Refrigerated Stock	\$25,000	Interruption	48 Hours
					Additional Increased Cost of Working	\$50,000	Deterioration of refrigerated Stock	10% of loss, minimum \$1,000

### Insurance Program Summary 2022/2023

Class of Insurance	Underwriter	Policy Number	Policy Limit(s)		Deductible(s)	
<b>General &amp; Products Liability (Non-Hospitals)</b>	Ansvar Insurance  *This policy expires on 30 September 2023	04.080.0587355	<b>Public &amp; Products Liability</b> \$20,000,000 any one claim but limited to \$20,000,000 in the aggregate any one period of insurance with respect to Products Liability.  <b>Sexual Abuse/Molestation</b> \$20,000,000 in the Aggregate.		\$50,000 each and every claim	
<b>Personal Accident</b>	Zurich Insurance	32-2323640-GAH	Capital Benefits Accident Only	\$250,000	Weekly Benefits	7 days
			Weekly Benefits	\$500 for 104 weeks		
			Injury resulting in Surgery	\$2,000		
			Fractured Bones	\$5,000	Non-Medicare medical expenses	\$50 Each and every claim
			Loss of Teeth or Dental Procedures	\$2,000		
			Non-Medicare Medical Expenses	\$5,000		
<b>Voluntary Workers</b>			Emergency Home Help	\$500 per week for 104 weeks	Emergency Home Help	7 days
			Student Tutorials	\$500 per week for 104 weeks		
			Aggregate Limit of Liability		Student Tutorials	7 days
			Any one period of insurance	\$3,000,000		
			Non-Scheduled aircraft	\$120,000		

Class of Insurance	Underwriter	Policy Number	Policy Limit(s)		Deductible(s)
<b>Motor Vehicle Fleet</b>	Vero Insurance	MSL010877580	Own Loss or Damage	Market Value	\$1,000 each and every
			Third Party Property Damage	\$30,000,000	

Insurance Program Summary 2022/2023

			Hazardous Goods	\$500,000	claim each vehicle No additional age or driver experience deductible is applicable
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## Industrial Special Risks – Non-Hospitals

Underwriter		Policy Number
AAI T/as Vero Insurance Limited	40%	ISG01748576
AXA XL Insurance Limited	15%	AU00004775PR15A
Catholic Church Insurance Limited	28%	04.ISR.0162116
Chubb Insurance	17%	02FX026630

**Covering** Loss, destruction of or damage to the Property Insured as a result of an insured peril, including loss resulting from interruption or interference to the business, all as defined in the policy

**The Situation** Gympie Road, Chermside and elsewhere in Australia including contract sites where the Insured has property or carries on business, has goods or other property stored or being processed or has work done.

**Interest Insured** **Section 1 – Material Loss or Damage**

All real and personal property of every kind and description belonging to the Insured or for which the Insured is responsible or has assumed responsibility to insure prior to the occurrence of any damage including all such property in which the Insured may acquire an insurable interest during the period of insurance.

**Section 2 - Consequential Loss**

Loss of Gross Profit (as defined) as a result of a reduction in turnover and/or increase in cost of working resulting from loss, destruction or damage caused by an Insured Peril as per Section 1.

Loss of Gross Revenue (as defined) and/or increase in cost of working resulting from loss, destruction or damage caused by an Insured Peril as per Section 1.

Loss of Gross Rentals (as defined) and/or increase in cost of working resulting from loss, destruction or damage caused by an Insured Peril as per Section 1.

<b>Limit of Liability</b>	The maximum amount payable by the Insurer for any one loss or series of losses suffered by the Insured arising out of any one original source or cause at any one Situation, subject to any Sub-Limit of Liability and the application of any Deductible. The Limit of Liability and Sub-Limits of Liability apply in excess of any applicable Deductible.	
	Wheller Gardens, Wheller on the Park Chermside - excluding Youngman and Wheller on the Park Villas	\$350,000,000
	All other Aged Care Facilities & Retirement Villages	\$250,000,000
	All other Locations	\$100,000,000

<b>Sub-Limits of Liability</b>	The liability of the Insurer shall be further limited in respect of any one loss or series of losses arising out of any one original source or cause at any one Situation as set out hereunder. If more than one Sub-Limit of Liability applies the greater amount shall be payable.
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<b>Section 1 – Property Insurance</b>	
Theft of Property Insured of than Money or Property in Transit	\$ 1,000,000
Money	\$ 75,000
Unspecified Damage (1.13)	\$ 1,000,000
Liability to Pay Tax (3.1.10)	Insured
Legal Liability to make Enquiries (3.1.11)	\$ 1,000,000
Expediting Costs (3.1.12)	\$ 500,000
Emergency Services (3.1.15)	Insured
Statutory Services (3.1.16)	Insured
Reward (3.1.17)	100,000
Personal Property or Directors & Employees (3.2.1)	\$ 10,000 Per Person
Landscaping (3.2.4)	\$ 100,000
Clean-up and Exploratory Costs (3.2.5)	Insured
Extra Costs of Reinstatement (4.5)	\$ 10,000,000
Additional Extra Costs of Reinstatement (4.6)	\$ 250,000
Loss of Land Value (4.10)	\$ 1,000,000
Work of Art (4.24)	Insured
Property in the Open Air unless that property comprises or forms part of a permanent structure designed to function without protection of walls or roof where Damage is caused by wind, rainwater or hail	Insured
Theft of Property in the Open Air	\$ 20,000
Glass	Replacement Value

<b>Section 1 – Property Insurance</b>	
Boarding Students property (other than money)	\$ 5,000 any one student \$ 250,000 any one loss
Jewellery, furs, bullion, precious metals & stones	\$ 20,000
Demolition and Removal of Debris	\$ 10,000,000
Taking Inventory	\$ 250,000
Property of Welfare, Sport & Social Clubs	\$ 20,000 any one club
Residents & Patients property (excluding money) not otherwise Insured	\$ 10,000 any one resident or patient \$ 250,000 any one loss

<b>Section 2 – Interruption Insurance</b>	
Item 10.1 Gross Profit	Insured
Item 10.2 Gross Revenue	Insured
Item 10.3 Gross Rentals	Insured
Item 10.4 Insured Payroll	Insured
Item 10.5 Severance Pay	Insured
Item 10.6 Additional Increased Cost of Working	\$ 10,000,000
Item 10.7 Fines and Damages	Insured
Insured Item 10.8 Contracted Purchases	Insured
Insured Item 10.9 Outstanding Accounts Receivable	Insured
Item 10.10 Claims Preparation Costs	\$ 1,000,000
Public Utilities (9.1.1.3)	\$ 10,000,000
Property in the Vicinity of the Premises (9.1.1.5)	\$ 10,000,000
Property at or in the Vicinity of Suppliers and/or Customers (9.1.1.6)	\$ 10,000,000
Property in any Commercial Complex (9.1.1.7)	\$ 10,000,000
Special Attraction in the immediate vicinity of the Premises (9.1.1.8)	\$ 10,000,000
General Area Damage (9.1.1.9)	\$ 1,000,000
Registered Vehicles on Premises (9.1.1.10)	Insured

<b>Section 2 – Interruption Insurance</b>	
Infectious Disease Limited in the Aggregate (9.1.2.1)	Not Insured
Suppliers & Customers Worldwide	\$ 250,000
Evacuation Expenses (15.38)	\$ 1,000,000
Interests on Accommodation Boards	\$ 1,000,000
Alternative or Temporary Residential Accommodation Expenses	\$ 500,000

<b>Sections 1 &amp; 2</b>	
Flood	\$ 15,000,000 any one event \$ 50,000,000 in the aggregate
Acquired Companies	\$ 10,000,000
Contract Works	\$ 10,000,000
New Property Acquisitions	\$ 10,000,000

<b>Indemnity Period</b>	up to 36 Months
<b>Uninsured Working Expenses</b>	As applicable
<b>Basis of Insuring Payroll</b>	100% Gross Profit/Revenue Item & Dual Basis

<b>UC Insurance Excess Payable by Congregations</b>	
<b>Section 1 - Property Damage</b>	
Accidental Loss and Damage	\$2,000
All other insured Perils	\$2,000
<b>Section 2 - Consequential Loss</b>	
Customers & Suppliers / Prevention of Access / Public Utilities / Food or drink poisoning, murder & suicide, resulting from closure by a public authority	48 hours

Endorsements		
15.1	Boiler Pressure Vessel Explosion	Insured
15.8	Temporary Accommodation Expenses	\$ 500,000
15.19	Average/Underinsurance deleted	Activated
15.20	Suppliers' and/or Customers' Premises	Applicable
15.21	General Area Damage - Flood Included	Applicable
15.24	Court Injunction	Insured
15.31	Accommodation Bond Expenses	Applicable

**Policy Wording**

Aon Vertex -Industrial Special Risks or equivalent

**Special Comments**

Terrorism Insurance Act 2003 – Policy Notation

This policy is deemed to be an eligible insurance contract in terms of the Terrorism Insurance Act 2003. Accordingly, whilst the Policy contains an Act of Terrorism Exclusion, then subject to all other terms and conditions of the Policy, cover is amended to the extent provided by the Terrorism Insurance Act 2003.

**Policy Extensions (Summary Only):**

- Flood.
- Architects' and Engineers' Fees are included.
- Removal of debris is included.
- Cost of rewriting records is included.
- Fire extinguishment costs are included.
- Costs of temporary protection following loss are included.
- Professional fees for preparation of claims are included.
- The interests of any other parties, such as Lessors, Mortgagees or Owners are covered.
- Cost of replacing locks, keys and combinations as a result of theft is included.
- Costs incurred in expediting repairs and/or reinstatements are covered.
- Temporary accommodation expenses following damage to residential premises.

**Policy  
Exclusions  
(Summary  
Only):**

- Money:
  - whilst being carried by professional carriers.
  - in an unlocked, unattended vehicle.
  - stolen by means of an unsecured key or combination outside business hours,
  - not discovered within 15 working days of the loss occurring.
  - (N.B. It would be preferable for safe keys or combination details to be removed from the premises when unoccupied, but if this is not practicable the keys or combination **MUST** be secured separately in a locked drawer or cupboard – **avoid filing cabinets.**)
- Registered motor vehicles (except ride on mowers), trailers, watercraft, or aircraft.
- Livestock, animals, birds or fish, standing timber, growing crops and pastures, plus land.
- Property undergoing construction, alteration or addition where the value of work exceeds **\$1,000,000**.
- Empty premises where demolition has commenced.
- War and Terrorism like perils.
- Nuclear fission.
- Loss or damage arising out of the direct application of heat, but this exclusion does not apply to resultant damage to other property.
- Spontaneous combustion.
- Data processing or media failure or breakdown or malfunction of the processing system including operator error or omission.
- Erosion, subsidence, earth movement or collapse, action of the sea, plus normal settling, seepage, shrinkage or expansion in buildings or other structural improvements.
- Moths, termites, vermin, rust oxidation, mildew, mould, wet or dry rot, contamination, pollution, rotting, corrosion, change of colour or flavour, inherent vice or latent defect.
- Wear and tear, fading, scratching, marring, gradual deterioration, normal upkeep and maintenance.
- Error in design, plan or specification.
- Faulty workmanship or materials.
- Extortion or any attempt thereat.
- Rent Default & Legal Expenses.

## Claims Procedures

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

All claims are to be reported to the Queensland Synod Group Insurance team (**except where otherwise agreed and noted herein where reporting is directly to our insurance broker, Aon Risk Solutions, or in the case of Motor Vehicle, directly to the insurer Vero Insurance**). Contact details are included in the claims procedure overview for each specific class of insurance within this section of the manual.

## Notifiable Matters

The following provides a practical guide as to what may constitute matters which are notifiable to the Queensland Synod Group Insurance team:

1. Damage to assets, for example buildings, contents, plant, stock, and loss of income arising from insured damage to property. *\*Damage to motor vehicles are reportable directly to our motor vehicle fleet insurer.*
2. Any alleged damage to the property of an unrelated third party as a result of insured activities. *\*Damage caused by vehicles are reportable directly to our motor vehicle fleet insurer.*
3. Any injury / injuries to a person in care.
4. Any injury / injuries to a member of the public as a result of an activity, either on our site or offsite.
5. A mandatory report relating to damage or injury which is required to be made any State or Federal Government agency / department.
6. Any request for information from a State or Federal Government Department relating to damage or injury which had not previously been reported.
7. Any injury to a contractor engaged by us or at our site.
8. Any request, either verbal or written, from a third party for their out of pocket costs to be met.
9. Any complaint or formal allegation of sexual harassment, unfair dismissal or discrimination, including but not limited to Anti-Discrimination Commission Queensland or Fair Work Australia.
10. Any allegation or suspicion of fraud.

The above is by no means an exhaustive list of what may constitute an insurance claim, however broadly describes the types of incidents that need to be advised to the Queensland Synod Group Insurance team.

In the event of such an incident occurring which has the potential to have a financial cost then one of the first questions that should be considered would be *“is this covered by our insurance?”*.

If the answer is either *“Yes”* or *“Possibly”*, then the Queensland Synod Group Insurance team must

be notified to ensure that we are meeting the notification and reporting obligations under the applicable insurance policy/ies.

## Notification Procedure

When an employee, officer or volunteer 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 Queensland Synod Group Insurance team.
2. Information forming part of the initial notification:
  - brief synopsis or overview of the facts,
  - intended course of action contemplated by the Insured in establishing the exposure of any Insured Person and/or the Company in terms of liability and quantum,
  - any additional information available in support of notification.
3. When dealing with an initial complaint or potential claim, it is imperative that the Insured and/or its Representatives does not admit liability and does not make any offer of settlement nor incur defence costs without seeking prior approval and consent from underwriter(s). To do so could be construed as a failure to comply with policy conditions and has the potential to prejudice Insured's position under the relevant policies.
4. Where required complete the appropriate Claim Form(s), which can be downloaded from:

<https://ucaqld.com.au/synod-services/insurance-and-risk/for-congregations/>

Password: ministry



## Property Claims

(Industrial Special Risks insurance – covering buildings, contents, and associated business interruption)

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

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

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

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

### Queensland Synod Group Insurance

**Attention:** Senior Claims Specialist  
Queensland Synod Group Insurance  
GPO Box 674  
BRISBANE QLD 4001

**Phone:** 07 3377 9941 (Direct Line)  
07 3377 9804 (Group Insurance Line)

**Fax:** 07 3377 9716

**Email:** [ucinsuranceclaims@ucaqld.com.au](mailto:ucinsuranceclaims@ucaqld.com.au)

## Motor Vehicle Claims

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

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

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

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

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

### AT THE SCENE OF THE ACCIDENT

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

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

5. As soon as possible contact your superior and advise them of the accident and the action you have taken.

## Liability Claims

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

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

### General Liability

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

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

**“Without Prejudice”**

We acknowledge receipt of your correspondence concerning the alleged incident at .....

This is receiving our attention.

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

### Queensland Synod Group Insurance

**Attention:**      **Rachael Foster**  
Senior Claims Specialist  
Queensland Synod Group Insurance  
GPO Box 674  
BRISBANE QLD 4001



**Phone:** 07 3377 9941 (Direct Line)  
07 3377 9804 (Group Insurance Line)

**Fax:** 07 3377 9716

**Email:** [ucinsuranceclaims@ucaqld.com.au](mailto:ucinsuranceclaims@ucaqld.com.au)

## 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 issued on a claims made basis:

- Medical Malpractice,
- Professional Indemnity Insurance,
- Directors' and Officers' Liability Insurance,
- Employment Practices Liability Insurance,
- Crime.

This means that these policies responds to:

- (c) Claims first made against you during the policy period and notified to the underwriter during that policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and
- (d) Facts, pursuant to Section 40(3) of the Insurance Contracts Act 1984, which states: "where the insured gave notice in writing to the underwriter of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the underwriter is not relieved of liability under the contract in respect of the claim when made by reason only that it was made after the expiration of the period of insurance cover provided by the contract".

When the policy expires, no new notifications can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

All facts and/or known circumstances that may have the potential to give rise to a claim in the future must be notified to the Queensland Synod Group Insurance team as soon as you become aware of such facts and/or known circumstances.

### Queensland Synod Group Insurance

**Attention:** Senior Claims Specialist  
Queensland Synod Group Insurance  
GPO Box 674  
BRISBANE QLD 4001

**Phone:** 07 3377 9941 (Direct Line)  
07 3377 9804 (Group Insurance Line)

**Fax:** 07 3377 9716

**Email:** [ucinsuranceclaims@ucaqld.com.au](mailto:ucinsuranceclaims@ucaqld.com.au)

## Other General Insurance Claims

**Electronic Equipment & Machinery Breakdown, Personal Accident,  
Business Travel, Construction, Transit, Cyber Liability, and Statutory Liability &  
Workplace Health and Safety**

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

- All reasonable steps should be taken following an accident or loss to protect the property or person from any further damage or injury.
- **Any incident which may give rise to a claim should be immediately reported to Aon Risk Solutions to avoid any suggestion as to denial of liability from Insurers alleging late notification.**
- Any loss by theft and/or wilful or malicious damage should be immediately advised to the nearest Police station.
- Complete all claims documents.
- **Without delay forward claims documentation and any supporting documents for other general insurance claims to The Uniting Church in Australia, Queensland Synod's insurance broker:**

### Aon Risk Solutions

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# Important Notices

**We draw your attention to certain important matters that relate to UCAQ's insurance.**

## **Duty of Disclosure**

You have a duty under the Insurance Contracts Act 1984 (Cth) to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact the UCAQ Group Insurance team.

## Non-disclosure

If you do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

## **Changes of circumstances must be notified**

It is also important that you advise the UCAQ Group Insurance team of any changes to your business or circumstances (including location change, changes in size or value, increase in number of premises/sites owned or occupied, or nature of business activities) that may occur once the insurance has been arranged so that the UCAQ Group Insurance team can take the necessary steps to make sure that you are adequately insured. A failure to advise the insurer of such changes may prejudice your cover.

## **Interest of other parties**

Your policy/ policies may 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 always to have all interests in all property insured noted on each policy. If anyone other than you has an interest in property you are insuring, please let the UCAQ Group Insurance team know.

## **Utmost good faith**

Every contract of insurance is based on the principle of utmost good faith, requiring each party to act towards the other party in respect of any matter arising under or in relation to 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. This requirement also applies to third party beneficiaries after the policy is entered into.

### **Claims Made**

Directors' and Officers' Liability, Comprehensive Crime, Professional Indemnity, Superannuation Trustees' Liability policies, Molestation sections and some other liability policies are written on a "Claims Made" basis.

This means that the policy responds to claims first made against you and notified to the insurer in writing during the period of insurance, provided that the originating act or omission occurred after the retroactive date. 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.

### **Retroactive Date**

Directors' and Officers' Liability, Comprehensive Crime, Professional Indemnity, Molestation sections and some other liability policies are written on a "Claims Made" basis may have a retroactive date.

This means that coverage is limited to acts and omissions that occur or are alleged to have been committed on or after the retroactive date. For example, if you have a retroactive date of 1 July 2013, the policy will not cover a claim arising from acts or omission occurring prior to that date.

### **Occurrence Basis**

Combined General Liability, Industrial Special Risks, Travel, Aviation, Contract Works, Marine policies and some other policies are written on an occurrence basis. This means that the policy responds to claims on the basis of when the incident occurred or when the injury or damage manifested itself, not when the claim itself was received.

### **Subrogation and non-admission**

This policy/ policies contain provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss, where you have admitted liability or prejudiced the insurer's rights of subrogation. This may occur where you are a party to an agreement which excludes or limits an insurer's rights to recover the loss from another party.



