

CATHOLIC CHURCH INSURANCES LIMITED  
A.C.N. 000 005 210

ETHICAL STANDARDS LIABILITY INSURANCE POLICY

In consideration of the payment of the premium stated in The Schedule Catholic Church Insurances Limited (hereinafter called the Company) agrees subject to the terms conditions exceptions and provisions contained in or endorsed on this Policy to indemnify The Insured against loss arising from any claim made against The Insured by reason of any Wrongful Act committed or alleged to have been committed by any person other than The Insured.

Provided that:

- (a) Such Wrongful Act results in a claim being first made against The Insured during the Period of Insurance specified in The Schedule and of which notice has been given in accordance with General Condition 1 of this Policy;
- (b) There shall be no liability hereunder for any claim or claims:
  - (i) made or threatened or in any way intimated on or before the inception date of this Policy;
  - (ii) arising from any circumstances or circumstances existing prior to or at the inception of this Policy and which The Insured knew or ought reasonably to have known could give rise to a claim or claims under this Policy.
  - (iii) in respect of any Wrongful Act known or suspected or which ought reasonably to have been known or suspected by the Insured, prior to the inception of the Policy.

LIMIT AND RETENTION

- (a) The limit of the Company's liability for any one claim or series of claims arising from any Wrongful Act or Acts committed or alleged to have been committed by any one person shall not exceed the Sum Insured specified in Item 1 of The Schedule.
- (b) The limit of the Company's liability in the aggregate for all claims made under this Policy shall not exceed the Total Sum Insured specified in Item 2 of The Schedule.
- (c) In respect of each claim made under this policy the Insured shall bear at its own risk and uninsured the amount of the excess as specified in item 3 of the schedule. (see Special Condition 3 - Indexation)

### DEFINITIONS

Wherever used in this Policy:

- (a) "The Insured" shall mean:
  - (i) each Archdiocese, Diocese or Eparchy nominated in The Schedule as The Insured and the Ordinary for the time being of each of the said Archdioceses, Dioceses or Eparchies.
  - (ii) each Institute of Consecrated Life or Society of Apostolic Life nominated in The Schedule as The Insured and the congregational Leader for the time being of each of the said Institutes or Societies;
- (b) "Congregational Leader" shall mean the highest authority resident in Australia of an Institute of Consecrated Life or a Society of Apostolic Life;
- (c) "Loss" shall mean:
  - (i)
    - (a) damages awarded against The Insured;
    - (b) settlements negotiated with the written consent of the Company;
    - (c) costs and expenses awarded against the Insured to any claimant or claimants;
    - (d) Legal and investigation costs incurred by the Company for or on behalf of the insured in respect of each claim for which indemnity is provided in accordance with the terms of this policy.
  - (ii) all other costs and expenses incurred with the written consent of the Company;
- (d) "Wrongful Act" shall mean any actual or attempted sexual activity with a child or any other person which constitutes a criminal act irrespective of whether such actual or attempted sexual activity results in a criminal prosecution or criminal conviction.
- (e) "Period of Insurance" shall mean the period specified in The Schedule.

### SPECIAL CONDITIONS

1. The indemnity provided by this Policy shall apply only in respect of an Archdiocese, Diocese, Eparchy, Ordinary, Institute of Consecrated Life, Society of Apostolic Life or Congregational Leader nominated in The Schedule as The Insured and which is subject to and complies with the April 1992 'PROTOCOL FOR DEALING WITH ALLEGATIONS OF CRIMINAL ACTIVITY' attached to this Policy.
2. The indemnity provided by this Policy shall be limited to an Archdiocese, Diocese, Eparchy, Ordinary, Institute of Consecrated Life or Society of Apostolic Life nominated in The Schedule as The Insured and which holds at the time a claim is made under this Policy a current General Public Liability Policy underwritten by the Company.

### EXCEPTIONS

1. The Company shall not be liable for fines, penalties, punitive, aggravated or exemplary damages.
2. If in respect of any Loss The Insured shall be entitled to indemnity under this Policy and any other policy of insurance, this Policy does not cover such Loss except in respect of any excess beyond the amount payable under such other policy of insurance.
3. Indemnity under this Policy shall not extend to cover the liability of the individual who is alleged to be the perpetrator of the wrongful act or acts.
4. The Company will not be liable for claims arising out of incidents which occurred;
  - (a)(i) Prior to 1st January 1976 or
  - (a) (ii) Prior to the date on which the Insured first effected General Public Liability cover with the Company  

which ever date is later.
  - (b) During any period in which General Public Liability cover was not in force with the Company.

### GENERAL CONDITIONS

1. The Insured shall give to the Company immediate notice in writing of:
  - (a) any claim made against The Insured; or
  - (b) the receipt of notice from any person of an intention to hold The Insured responsible for any Wrongful Act; or
  - (c) any circumstances of which The Insured shall become aware which might subsequently give rise to a claim against The Insured.

Any claim subsequently arising out of the notice given in accordance with (b) or (c) above shall be deemed to have been made against The Insured during the Period of Insurance provided that such notice was given to the company before the expiration of such Period of Insurance.

2. The Insured shall not without the written consent of the Company:
  - (a) make any admission offer settlement promise payment; or
  - (b) incur any costs or expenses; or

- (c) give any oral or written statement to anyone except in accordance with the Protocol attached to this Policy, in connection with any claim or occurrence which may be the subject of indemnity under this Policy.
- 3. If any payment is made under this Policy in respect of a claim the Company shall be subrogated to all the rights of recovery existing to The Insured and be entitled to prosecute such rights in the name of The Insured who shall render all assistance and co-operation the Company may reasonably require in the exercise of such rights of recovery.
- 4. This insurance shall be subject to the law of the State or Territory where the Policy was issued.
- 5. The Company shall:
  - (a) if it so desires be entitled to take over and conduct in the name of The Insured the defence and settlement of any claim;
  - (b) have full discretion in the conduct of any proceedings in connection with any claim and The Insured shall without charge provide all of the information and assistance the Company may require in the prosecution defence or settlement of any claim.
- 6.
  - (a) This Policy may be cancelled at any time by the Insured in which case the Company will retain the customary short period rate for the time this Policy has been force.
  - (b) This Policy may be cancelled by the Company in any of the circumstances set out in any applicable Act or Regulation whether of a State or of the Commonwealth of Australia. The unexpired portion of the premium will be refunded.

Notice of cancellation takes effect at the earlier of the following time:

- (i) the time when another Policy of Insurance that is intended by The Insured to replace this Policy is entered into, or
- (ii) 4.00 o'clock in the afternoon of the third business day after the day on which notice was given to The Insured.



# Catholic Church Insurances Limited

A.C.N. 069106210

## THE SCHEDULE

CLIENT No:

POLICY No: 02 ETL

CLASS OF INSURANCE:

ETHICAL STANDARDS LIABILITY INSURANCE

THE INSURED:

THOSE ARCHDIOCESES, DIOCESES, EPARCHIES, INSTITUTES OF CONSECRATED LIFE and/or SOCIETTES OF APOSTOLIC LIFE and/or ASSOCIATIONS OF CHRIST'S FAITHFUL NOMINATED IN THE SCHEDULE.

MASTER POLICY:

MASTER POLICY No 02 ETL 27 ISSUED TO THE PROFESSIONAL STANDARDS COMMITTEE OF THE AUSTRALIAN BISHOPS' CONFERENCE & THE AUSTRALIAN CONFERENCE OF LEADERS OF RELIGIOUS INSTITUTES

PERIOD OF INSURANCE:

FROM 1st of July 1994 TO 30th of June 1995 AT MIDNIGHT

### DETAILS OF RISK

NOMINATED INSURED:

SUM INSURED:

- |  |              |
|--|--------------|
| (1) THE LIMIT PER LOSS ARISING OUT OF A CLAIM OR SERIES OF CLAIMS IN RESPECT OF ANY ONE OFFENDER SHALL NOT EXCEED  | \$1,000,000  |
| (2) THE AGGREGATE LIMIT IN RESPECT OF ALL LOSSES ARISING OUT OF ALL CLAIMS IN ANY ONE YEAR FOR ALL INSURED, NOMINATED IN THE SCHEDULE OF THE MASTER POLICY, SHALL NOT EXCEED | \$25,000,000 |

DEDUCTIBLE EXCESS:

THE NOMINATED INSURED WILL BE LIABLE FOR THE FIRST \$25,000 (INDEXED - SEE SCHEDULE) PAYABLE ON EACH AND EVERY CLAIM.

RETROACTIVITY: THE RETROACTIVE DATE IS 1st of JULY 1976

SPECIAL CONDITIONS: SEE THE ATTACHED SCHEDULE OF CONDITIONS.

DATE OF ISSUE:

SIGNED:  
FOR CATHOLIC CHURCH INSURANCES Ltd

PREMIUM PAYABLE:

## ETHICAL STANDARDS LIABILITY INSURANCE

Nominated Insured:

Special Conditions applicable to Ethical Standards Insurance Policy Reference Number: 02 ETL issued in conjunction with Public Liability Policy Number: . . . . . current to: 30/9/94 and such other public liability policies issued by the Company to the Nominated Insured which are currently in force.

1. Protocol: The Nominated Insured shall observe the Protocol for dealing with allegations against a Cleric or Religious person adopted April 1992 by the Bishops and Congregational Leaders. Subject to Industrial Relations Legislation the same standards as set out in the Protocol will be observed for dealing with allegations of abuse against lay persons.

2. Retroactivity: Claims are payable on a "claims made" basis but only if the event giving rise to the claim occurred on or after 1st July 1976 or the date, if later on which the Nominated Insured first effected Public Liability cover with the Company.

N.B. Incidents notified in previous years, subsequent to your first declaration, have been recorded by the Company for consideration as future claims to be allocated to the contract year in which they were first notified, with unlimited retroactivity.

Cover granted hereunder is subject to Special Condition No.2 of the Master Policy which provides that Ethical Standards Liability Insurance is available only to Insureds who have in force with the Company a general policy of Public Liability Insurance.

3. Indexation: This means that the Insured's excess of \$25,000 will increase with the passage of time (from the base date 1/7/94) in line with the Average Weekly Earnings (all male) table published by the Australian Bureau of Statistics .

Subject otherwise to all the conditions limitations and exceptions of the Company's Ethical Standards Liability Insurance Master Policy.