



Berkshire Hathaway
Specialty Insurance

Anglican Insurance Board Liability Claims Protocol

INTRODUCTION

The purpose of this Claims Protocol is to facilitate the proactive, prompt and fair settlement of claims; and to establish a clear and common understanding of communications to facilitate the timely flow of information and speedy claims handling. The Anglican Insurance Board (“AIB”) has arranged legal liability insurance for its members with Berkshire Hathaway Specialty Insurance (“BHSI”) under the following policies:

- Combined General Liability
- Statutory Liability, including Criminal Defence Costs
- Professional Indemnity, including Sexual Abuse
- Professional Indemnity – Medical Malpractice
- Financial Institutions Professional Indemnity
- Directors & Officers Liability
- Crime (Fidelity)
- Employers Liability
- Employment Practices Liability
- Trustees Liability

Notification of a claim or a circumstance that may give rise to a claim

Each policy has specific triggers for notification, but in broad terms, notification is required to BHSI of facts, matters, event or circumstances which may give rise to a claim under each policy. This can include receipt of notice from any person of an intention to make a claim against the member; it can include the discovery of an error that has the potential to trigger a person to make a claim against the member.

Notification should be made promptly following the discovery of the claim or circumstance and in any case before the expiry or renewal of the policy.

Precautionary and prompt notification of circumstances is encouraged, so that BHSI can assist the member with resolving or mitigating the situation, preferably before it becomes a formal claim. Notifications of any claim or potential claim should include sufficient factual information to enable BHSI to understand the circumstances, but should not include the notifier’s opinion as to the insured’s potential liability.

Notification of a circumstance, a claim or potential claim, should be made by the member to AIB. AIB will notify the AIB’s broker, Crombie Lockwood (“CL”), who will pass the notification on to BHSI.



Berkshire Hathaway Specialty Insurance

BHSI will acknowledge receipt of any notification by the end of the next business day following notification.

Notifications of a claim alleging abuse of a sexual nature can be made by the member directly to BHSI by email to claimsnoticenewzealand@bhspecialty.com. The email should note in the subject that contains information of a sensitive and confidential matter. BHSI have a special process for managing information in relation to sensitive claims. They will notify Crombie Lockwood and AIB that a sensitive notification has been received, but will not disclose identifiable details of the individuals allegedly involved.

Confirmation of cover

BHSI will advise AIB, via Crombie Lockwood of its views on coverage, including highlighting any potential exclusions, within 5 working days after receipt of the notification (unless otherwise agreed with AIB and / or Crombie Lockwood); and of any additional information requested. Until such time as BHSI has provided a written coverage position confirming indemnity (which will not be unreasonably delayed), the member must act as a prudent uninsured taking all necessary steps to protect its position.

In the event indemnity for any matter is unclear, BHSI will in the first instance discuss with Crombie Lockwood. If it is agreed that the insurance policy does not respond and that there was no intention it should respond, Crombie Lockwood will discuss with AIB. If a claim is to be declined, a written declination will be issued to Crombie Lockwood for communication to AIB.

In the event of a coverage dispute, if a request is made by either party for a meeting, the decision makers from AIB and Crombie Lockwood and BHSI will meet within a reasonable timeframe to discuss the coverage issues.

Employment practices claims

The Employment Practices Liability Insurance policy provides cover for claims made by former or prospective employees alleging a breach of any employment agreement, the Privacy Act or the Human Rights Act. However, claims will not be covered if, before the action giving rise to the claim (arising from dismissal or disciplining of the employee), the member did not obtain and act in accordance with the advice of an **Employment Law Practitioner**.

An **Employment Law Practitioner** is defined by the insurance policy as a person who practises in employment law. This does not include a human resource or change manager. If you are considering disciplining or dismissing an employee and want to maintain your insured position, please contact AIB to discuss who you are intending to consult.

BHSI can recommend Rebecca Scott at Wotton + Kearney, DDI: 09 377 1871 or rebecca.scott@wottonkearney.com or Briar Webster at Morgan Coakle, DDI: 09 379 9077 or bwebster@morgancoakle.co.nz.



Berkshire Hathaway Specialty Insurance

Claim Conditions

There are certain conditions of the policies that must be adhered to in order not to prejudice a claim including:

That the member shall not make any admission of liability; incur any expense; and make any payment without the agreement of the insurer.

That before any dismissal or disciplining of an employee, professional advice is sought from an employment law practitioner or the insurer agrees to the proposed action.

Defence Counsel

Where AIB, Crombie Lockwood and BHSI agree it is necessary for defence counsel to be appointed, BHSI and / or AIB or the member (as appropriate), will appoint defence counsel on behalf of the member and BH. The instruction of defence counsel will be made in consultation between AIB and / or the member, BHSI and Crombie Lockwood.

Defence counsel is to provide BHSI an initial report within 28 days of instruction addressing liability, potential value of the claim and strategy. BHSI will provide Crombie Lockwood and AIB and / or the member with a copy of this report.

BHSI is to meet and or discuss with AIB and / or the member, Crombie Lockwood and defence counsel (together with experts if necessary) to aim to agree a defence strategy and consider alternative disputes resolution (ADR) options.

AIB and BHSI will use their best endeavours to cooperate in the handling and resolution of any claim.

In the event that a claim is made against the relevant insured that includes matters that are covered and matters that are not covered under the Policy, then BHSI and AIB will endeavour to agree a fair and proper allocation in respect of defence costs and any related judgment or settlement. The relevant insured will be responsible for payment of uncovered Defence Costs and any related uncovered judgment or settlement.

Contact

Anglican Insurance Board	Dave Peters	
	Executive Director	
	DDI	+64 27 733 4191
	Email	dave@aib.org.nz



Summary of Cover

Members	All business conducted by the Insured, including but not limited to:
<p>Anglican Care – Canterbury/ Westland</p> <p>Anglican Care - Waiapu Group</p> <p>Anglican Communications Ltd</p> <p>Anglican Diocese of Dunedin</p> <p>Anglican Diocese of Waiapu</p> <p>Anglican Diocese of Waikato and Taranaki</p> <p>Anglican Diocese of Wellington</p> <p>Anglican Family Care - Dunedin</p> <p>Anglican Insurance Board</p> <p>Anglican Living Christchurch</p> <p>Anglican Missions Board</p> <p>Hereworth School</p> <p>Parata Anglican Charitable Trust</p> <p>Taranaki Diocesan School for Girls Trust</p> <p>Te Aute College Trust Board</p> <p>Te Hui Amorangi ki te Manawa o te Wheke Trust Board including Te Tai Hauauru</p> <p>Te Hui Amorangi ki te Tairawhiti</p> <p>Te Hui Amorangi ki te Upoko o te ika</p> <p>Te Hui Amorangi o te Waipounamu</p> <p>Te Pihopatanga o Aotearoa</p> <p>Te Pihopatanga o Te Tai Tokerau</p> <p>Te Whare Roimata Trust</p> <p>The NZ Anglican Church Pension Board</p> <p>United Seafarers’ Mission Tauranga</p> <p>Waiapu Anglican Social Services Trust Board</p>	<p>Religious services</p> <p>Educational publications</p> <p>Pre-school service</p> <p>Primary and Secondary Education</p> <p>Sports and leisure events</p> <p>Healthcare</p> <p>Welfare</p> <p>Counselling</p> <p>Child care</p> <p>Foster care</p> <p>Care for the elderly (including residential care)</p> <p>Care for adolescents (including residential care)</p> <p>Budgeting advice</p> <p>Landlord services: property management, and property ownership</p> <p>Insurance services by Anglican Insurance Board</p> <p>Pension Fund Manager, Investment Manager and Administration Services by the New Zealand Anglican Church Pension Board.</p>
	<p>Retroactive Date</p> <p>Please contact AIB for this</p>
	<p>Policies</p> <p>If you require a copy of the full policy wording, please contact AIB</p>



Berkshire Hathaway Specialty Insurance

Policy Declared members per cover	Limit Any One Claim	Limit Annual Aggregate	Excess - each and every claim
Professional Indemnity	\$1,000,000 any one Claim for loss, \$1,000,000 any one Claim for Defence Costs except for NZ Anglican Church Pension Board 2,500,000 any one Claim for loss \$2,500,000 any one Claim for Defence Costs.	An aggregate limit of \$10,000,000 Indemnity and \$10,000,000 for Defence Costs is shared across the PI/D&O/Trustees/FIPI Policies for all Insureds	\$5,000 except for Schools & Retirement Villages \$2,000
Trustees Liability	\$1,000,000 any one Claim for loss, \$1,000,000 any one Claim for Defence Costs except for NZ Anglican Church Pension Board & Anglican Care Canterbury/Westland 2,500,000 any one Claim for loss \$2,500,000 any one Claim for Defence Costs.	An aggregate limit of \$10,000,000 Indemnity and \$10,000,000 for Defence Costs is shared across the PI/D&O/Trustees/FIPI Policies for all Insureds	Nil – Officers/Individuals \$5,000 Company Reimbursement \$2,000 Primary and Secondary Schools and Retirement Villages
D&O Liability	\$2,500,000 any one Claim for loss \$2,500,000 any one Claim for Defence Costs.	An aggregate limit of \$10,000,000 Indemnity and \$10,000,000 for Defence Costs is shared across the PI/D&O/Trustees/FIPI Policies for all Insureds	Nil – Officers/Individuals \$5,000 Company Reimbursement \$2,000 Primary and Secondary Schools and Retirement Villages
Professional Indemnity Financial Institutions	\$1,000,000 any one Claim for loss, \$1,000,000 any one Claim for Defence Costs except for NZ Anglican Church Pension Board 2,500,000 any one Claim for loss \$2,500,000 any one Claim for Defence Costs.	An aggregate limit of \$10,000,000 Indemnity and \$10,000,000 for Defence Costs is shared across the PI/D&O/Trustees/FIPI Policies for all Insureds	\$5,000
Employers Liability	\$1,000,000 any one Claim for loss, \$1,000,000 any one Claim for Defence Costs.	\$5,000,000 in the aggregate for loss and \$5,000,000 in the aggregate for defence costs.	\$1,000 except for Schools & Retirement Villages \$500
Statutory Liability	\$2,500,000 any one claim and in the aggregate for fines and reparations orders. \$2,500,000 in the aggregate for defence costs		\$1,000 except for Schools & Retirement Villages \$500 and NZ Anglican Church Pension Board \$5,000
Crime (Fidelity)	\$250,000 Except for NZ Anglican Church Pension Board and Anglican Living \$1,000,000	\$5,000,000	\$5,000 except for NZ Anglican Church Pension Board and Anglican Living \$10,000
General & Products (Public) Liability	\$5,000,000 increasing to \$10,000,000 in respect to the Diocese of Wellington	\$20,000,000	\$1,000 except for Schools & Retirement Villages \$500



Berkshire Hathaway Specialty Insurance

Employment Disputes	\$500,000	\$5,000,000	\$5,000 except where there is no formal employment agreement in which case \$10,000 applies \$10,000 Each and every claim arising out of retrenching and/or redundancy where the services of an Employment Law Practitioner has not been used
Medical Malpractice	\$250,000 any one claim for loss and \$250,000 for defence costs.	\$5,000,000	\$5,000

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