

Policyholder

The Uniting Church in Australia Property Trust (NSW)
 The Uniting Church in Australia (NSW) Trust Association Limited trading as Uniting Financial Services
 The Uniting Church in Australia (Australian Capital Territory) Property Trust
 The Uniting Church in Australia Property Trust (NT)
 Uniting Church Council of Mission Trust Association
 The Uniting Church in Australia national Assembly
 The Uniting Church in Australia Synod of NSW and the ACT
 The Uniting Church in Australia – Northern Synod
 Wesley Community Services Limited
 Margaret Jurd College NSW Limited
 Uniting (NSW, ACT)

and including all entities listed in the directories of The Uniting Church in Australia, Synod of New South Wales and ACT and the Northern Synod and all other entities under the Uniting Church Group's effective management control or for which the Uniting Church Group is responsible and all their subsidiary and related corporations as defined under Australian Corporations Law (including those acquired during the Period of Insurance) and/or financiers and/or all School Councils and all parties for whom the insured undertakes to insure for their respective rights and interests.

Period of Insurance

30 June 2020 to 31 October 2021, at 4pm AEST both dates

Limit of Liability

\$75,000,000 any one claim and in the aggregate

Excess

\$25,000 each and every claim

The Excess is payable by the **Uniting Church Synod of NSW & ACT** and not the **Insured Person**.

Insurers & Policy Numbers

Primary Layer	\$10,000,000 aggregate limit AIG Australia Limited Policy Number 0300018484
1st Excess Layer	\$10,000,000 aggregate limit AXA XL Insurance Policy Number AU00010717DO20A
2nd Excess Layer	\$10,000,000 aggregate limit Allied World Assurance Company Policy Number C024003/005
3rd Excess Layer	\$10,000,000 aggregate limit Berkshire Hathaway Speciality Insurance Policy Number 47-ZEP-003937-04
4th Excess Layer	\$10,000,000 aggregate limit Liberty International Underwriters Policy Number DO-ME-19-507340
5th Excess Layer	\$10,000,000 aggregate limit Chubb Insurance Australia Limited Policy Number 93258042
6th Excess Layer	\$15,000,000 aggregate limit Berkshire Hathaway Speciality Insurance Policy Number 47-ZEP-003938-04

Claims and Circumstances

Sources of Claim

Claims may be brought against you from a wide range of parties including, but not limited to: Royal Commission, The Australia Securities and Investments Commission, The Australian Competition and Consumer Commission for Taxation, Shareholders, clients, other officers/employees, competitors, creditors, members of the public and criminal prosecutions

Such Claims could involve, inter alia, allegations of incorrect or misleading statements, defamation, negligence, breach of duty, conflicts of interest, wrongful payment of dividends, breach of statute, wrongful dismissal, discrimination, misleading/deceptive conduct and fraud or dishonesty.

Facts which may give rise to a Claim

If you become aware at any time of any facts which you think may result in a Claim, you may wish to discuss the issues with Daniel Hogan.

IF YOU DO NOTIFY Insurers, then any **Claim** arising out of those facts even after the policy expires will be treated as being properly notified within the Period of Insurance.

IF YOU DO NOT NOTIFY the facts and a Claim arising out of those facts is made after the policy expires, the failure to notify the facts may put your policy cover for the **Claim** in jeopardy.

Claims

In the event of a Claim, it is important you notify Danile Hogan immediately and before incurring any Defence Costs. Insurers can then be notified, and a decision regarding the expenditure of Defence Costs obtained. Once Insurers have given their written consent, Defence Costs are paid as they are incurred directly by Insurers to the lawyers representing you.

Claims Made Policies

D&O policies are written on a 'Claims Made' basis. This means the policies will not respond to:

- ✗ Claims or circumstance known to you prior to inception of the policy, or
- ✗ Claims or circumstances notified to Insurers after expiry of the policy

Prepared by:

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Aon

ABN

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Directors' and Officers' Liability and Company Reimbursement Insurance

Policy Period: 30 June 2020 to 31 October 2021

Summary of Cover Brochure for the Directors and Officers of Uniting Church in Australia (UCA), Synod of NSW & ACT and Northern Synod



Introduction

The information in this booklet provides a brief summary only of the Directors' and Officers' Liability & Company Reimbursement insurance. Should you require more detailed information, in the first instance please refer to:

Danile Hogan
Uniting Resources
t. 0429 278 485
e. DanielH@nswact.uca.org.au

Summary of Cover

Essentially, cover is provided in respect of **Loss** arising from any **Claim** first made against an **Insured Person** and notified to the **Insurers** during the **Period of Insurance** for any **Wrongful Act** committed by the **Insured Person** in their capacity as a **Director or Officer** of **UCA NSW & ACT**, or a **UCA NSW & ACT** Subsidiary.

Where you are legally entitled to indemnity from **UCA NSW & ACT**, the policy will provide reimbursement to **UCA NSW & ACT** for that indemnify.

Key Definitions

INSURED PERSON: includes any natural person who was, not is or shall be a Director or Officer, an employee, a Director of a corporate trustee or policy committee of a superannuation fund established for the benefit of 'UCA NSW & ACT' employees

LOSS: Defence Costs, Legal Representation Expenses and other amounts an **Insured Person** becomes legally obligated to pay.

CLAIM: a civil suit or proceeding, a written demand holding an **Insured Person** responsible for the results of a **Wrongful Act**; criminal proceedings or administrative or regulatory proceeding or formal Investigation.

WRONGFUL ACT: an alleged or actual breach of duty or other act or omission in your role as an **Insured Person**.

DEFENCE COSTS: reasonable fees, costs and expenses incurred by you or on your behalf with the **Insurers** prior written consent in the investigation, defence, settlement or appeal of a **Claim**.

SUBSIDIARIES: Any entity in which **UCA NSW & ACT** either directly or indirectly controls the composition of the **Board of Directors**, controls more than 50% of the Shareholder voting power, holds more than 50% of the issues share capital or any **Joint Venture** where **UCA NSW & ACT** exercises effective management and control.

Coverage Features

Extensions

This policy contains a number of extensions which provide cover for or in relation to the following:

- ✓ The Insurer will pay for **Derivative Investigation Hearing Costs** for, or on behalf of any **Insured** for a **Derivative Suit** or **Derivative Demand**
- ✓ The **Insurer** shall pay the **Insolvency Hearing Costs**
- ✓ The **Insurer** shall pay the **Fines and Penalties** for any **Insured** for any **Management Liability** or **Outside Entity Director** for any **Outside Entity Liability**.
- ✓ The **Insurer** shall pay the loss for any **Management Liability** arising from an **Occupational Health & Safety Incident**.
- ✓ The **Insurer** shall pay for:
 - **Bail Bond** and **Civil Bond Premium**;
 - **Prosecution Costs**
 - **Personal Expenses** in the event of a **Confiscation Order**
- ✓ Reasonable Fees, costs and expenses incurred arising from any **Asset and Liberty Proceeding**.
- ✓ The **Insurer** shall pay for reasonable fees, costs and expenses arising out of **Extradition** proceedings
- ✓ the policy is neither renewed nor replaced with D&O insurance at the expiry of the **Policy Period**, any **Retired Insured Person** shall be automatically be granted cover at no additional premium with:
 - An unlimited **Discovery Period** for the full primary policy limit
- ✓ If a **Manager** or **Outside Entity Director** is indemnified by an **Insured Entity** in relation to **Management Investigation Costs** and the **Insured Entity** or **Outside Entity** withdraws indemnity and seeks repayment, the **Insurer** shall pay on behalf of the **Manager** or **Outside Entity Director** such **Loss** or **Management Investigation Costs** to the **Insured Entity**.
- ✓ The **Insurer** shall pay any reasonable fees, costs and expenses of **Public Relations Consultants** to provide **Public Relations Services** to:
 - A **Manager** or **Outside Entity Director**
- ✓ The **Insurer** shall pay for reasonable fees, costs and expenses incurred by any **Manager** in retaining legal advisers for the principal purpose of responding to a **Critical Regulatory Event**.
- ✓ The **Insurer** has arranged an advisory panel to provide at no extra charge confidential **Australian Legal** advice of up to one hour per enquiry.

Exclusions

There are exclusions in the policy which excludes from cover certain exposure. While the following list is not exhaustive, importantly, there is no cover:

- ✗ Loss in connection with any **Claim** arising out of the Royal Commission Child Sex Abuse, Molestation, Royal Commission Aged Care, Royal Commission Violence, Abuse, Neglect and Exploitation of People with Disability
- ✗ Where it is proven by way of a judgement or final non-appealable adjudication that you have committed a fraudulent act, or omission, or wilfully breached or violated a statute or regulation.
- ✗ Where you have again in fact any person profit, remuneration or advantage to which you were not legally entitled.
- ✗ For injury to persons or damage to property (these exposures are addressed by other types of policies such as public liability and workers compensation policies).

Severability

A **Wrongful Act** or knowledge possessed by an **Insured Person** is not imputed to any other **Insured Person**

Confidentiality

It is a condition of this insurance that the existence of the policy, and the information contained in the booklet, be kept and not be disclosed to third parties.