



Catholic Church Insurances Limited

ACN 000 005 210

THE SCHEDULE

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|--|---------------|
| Client Number | Policy Number |
| Class of Insurance SPECIAL ISSUES LIABILITY | |

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|----------------|--|
| Issuing Office | 324 ST. KILDA ROAD MELBOURNE VIC 3004 |
| Phone | (03) 696 3733 Fax (03) 696 7124 |

The Insured Those Dioceses, Archdioceses, Institutes of Consecrated Life and/or Societies of Apostolic Life nominated in the attached Schedule.

Master Policy Master Policy No. 00111 issued to Australian Catholic Bishops Conference
Policy Special Issues Committee

Period of Insurance - From _____ To _____
* Unless a different attachment date appears in the attached Schedule.

Details of Risk

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|---------|-------------------|-------------|
| ITEM 1. | SUM INSURED | \$1,000,000 |
| ITEM 2. | TOTAL SUM INSURED | \$5,000,000 |
| ITEM 3. | EXCESS | \$25,000 |

UNDERWRITING MANAGER FOR AUSTRALIA DATE:

| | |
|-------------------|----------|
| Premium (DEPOSIT) | |
| Fire Service Levy | |
| Stamp Duty | |
| Total Payable | \$ _____ |

DEFINITIONS

Wherever used in this Policy:

- (a) "The Insured" shall mean:
 - (i) each Diocese or Archdiocese nominated in The Schedule as The Insured and the Ordinary for the time being of each of the said Dioceses or Archdioceses;
 - (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;
 - (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 shall result 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 a Diocese, Archdiocese, Ordinary, Institute, Society or Congregational Leader nominated in The Schedule as The Insured and which are subject to and comply with the "PROTOCOL FOR DEALING WITH ALLEGATIONS OF CRIMINAL ACTIVITY" attached to this Policy.
2. The indemnity provided by this Policy shall be limited to those Dioceses and Archdioceses, Institutes and Societies nominated in The Schedule as The Insured and which hold at the time a claim is made under this Policy a current Liability Policy underwritten by the Company.

COPY

CATHOLIC CHURCH INSURANCES LIMITED
SPECIAL ISSUES 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(s) 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 circumstance 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.

LIMIT AND RETENTION

- (a) The limit of the 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 his own risk and uninsured the amount of The Excess specified in Item 3 of The Schedule PROVIDED THAT only the one Excess shall apply to all Wrongful Acts committed or alleged to have been committed by any one person whether such Wrongful Acts result in one or more claims made under this Policy.

3
EXCEPTIONS

1. The Company shall not be liable for fines, penalties, punitive or exemplary damages.
2. If in respect of any Loss The Insured shall be entitled to indemnify 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.

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 in 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 times:

- (1) the time when another Policy of Insurance that is intended by The Insured to replace this Policy, is entered into, or
- (2) 4.00 o'clock in the afternoon of the third business day after the day on which notice was given to The Insured.