

## Congregational Insurance

Why talk about insurance? In today's business climate, protecting ones property and oneself from damages caused by or allegedly caused by actions resulting from your conduct or carelessness could impact you, your family, your business or your congregation. Protection of your assets or wealth is prudent and is why insurance has become such a significant industry today. The dictionary defines insurance as "coverage by contract whereby one party undertakes to indemnify or guarantee another against loss by a specified contingency or peril" or "a means of guaranteeing protection or safety."

In 2002 LCC ABC District commenced an investigation into insurance coverage that congregations in the ABC District had established to protect themselves against potential losses related to facilities, its personnel and third parties. The investigation was to identify types of coverage, cost of coverage and shortfalls in coverage if any.

Following the investigation phase, the District approached a national insurance carrier (Marsh Canada) to review the results of the data collected and to define a program of coverage that in their professional opinion would address all apparent and potential liabilities that a church, its staff, its volunteers, its schools, or its advisory committees and boards may potentially face.

While the ABC District Office recognizes that insurance coverage is a congregational matter, in light of our investigation and the program developed by Marsh, we felt it appropriate to encourage your congregation to compare your current coverage to the program they have designed. We feel that there are some unique features in the Marsh program which you may not have and would be prudent to consider. Attached is a brochure outlining the unique features of their program. In addition, District staff is also available to highlight key features of their program. The decision is up to you to involve Marsh if you feel that there may be gaps in your coverage. Being good stewards of our resources it might be wise to consider obtaining an alternative quote to your insurance program. For further information, please contact:

Marsh Canada Limited  
Dean Marchon, Senior Vice President  
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## **Counseling and Liability Insurance**

For congregations that do not have **Professional Counseling Liability Insurance**, the District blanket policy with Cherry Insurance for Professional Counseling Liability insurance for pastors and rostered church workers is available for a cost of \$100.00 per worker. This coverage is from January 1 through December 31, 2009. Payment must be received in the District Office by **December 19/2008**.

Attached is a copy of the endorsement for the Religious Institution Counseling Services Endorsement for your information. For additional information please contact Cherry Insurance: Website: [www.cherryinsurance.net](http://www.cherryinsurance.net), Email: ([info@cherryinsurance.net](mailto:info@cherryinsurance.net)) or phone (306)653-2313 or the ABC District Office.

## **PART III**

### **Religious Institution Counselling Services Endorsement**

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This endorsement expands the Commercial General Liability Insurance in Part III of your Policy to provide coverage for your liability in offering counselling services as follows.

References in this endorsement to "you" and "your" mean the person, organization or religious institution named as the "Insured" on the Declaration Page of your Policy. "We", "our" and "us" mean the Insurer who issued the Policy.

#### **1. RELIGIOUS INSTITUTION COUNSELLING SERVICES COVERAGE**

We will cover your liability and the liability of anyone else covered under this endorsement for any claim which results from a wrongful act that occurs while this endorsement is in effect, in the course of performing counselling services for you.

#### **Restrictions on your Coverage for Religious Institution Counselling Services.**

We will not cover liability:

- a. for your officials, employees, volunteers or any other person who provides, or fails to provide, counselling services for your religious institution, unless they are included in who has religious institution counselling coverages in Section 2. of this endorsement.
- b. for the rendering or failure to render medical, radiological, surgical, dental or nursing treatments, including shock therapy, and the prescription utilization, furnishing or dispensing of drugs or medical, radiological, surgical, dental or nursing supplies or appliances.
- c. For any wrongful acts
  - 1) arising in connection with membership on a formal accreditation or similar professional board or committee or any hospital or professional society;
  - 2) as a proprietor, superintendent or executive officer of any hospital, sanatorium, medical clinic with bed and board facilities or laboratory;
  - 3) arising out of any other trade, business, employment or profession.
- d. for any actual or alleged conduct of a sexual nature.
- e. for any dishonest, fraudulent or criminal act or omission.
- f. for assault and battery committed by you or at your direction or by or at the direction of anyone else covered under this endorsement, unless the injury results from reasonable use of force to protect people or property.
- g. for wilful violation of a penal statute or ordinance committed by you or with your knowledge or consent, or by or with the knowledge or consent of anyone else covered under this endorsement.
- h. Arising out of one or more of the following offences:
  - 1) false arrest, detention, imprisonment or malicious prosecution, or
  - 2) wrongful entry or eviction or other invasion of the right of private occupancy, or
  - 3) the publication or utterance of a libel or slander or of other defamatory or disparaging material or publication or utterance in violation of an individual's right of privacy.
- i. for liability assumed under any contract or agreement by you, or anyone else covered under this endorsement.
- j. resulting from the commitment of a patient to a psychiatric institution by you or anyone else covered under this endorsement unless that commitment was made in full compliance with the laws or statutes of the Province where the commitment was made.
- k. resulting from the acceptance or undertaking of custodial care or responsibility of a patient by you or anyone else covered under this endorsement pursuant to request instruction, authorization or direction of any governmental agency, authority, board or officer having such authority or responsibility.
- l. for any wrongful act which occurs while you, or anyone else covered under this endorsement, are acting for a professional counselling service organized expressly for the purpose of providing counselling, referral, educational or similar services.

- m. due to the ownership, maintenance, operation, use, loading or unloading of any vehicle, trailer, semi-trailer, watercraft or aircraft.

## **2. WHO IS AN INSURED**

In addition to you, your religious institution counselling liability coverage extends only to:

- a. members of the religious institution including adherents and participants who regularly attend the religious institution but who are not official members of the religious institution;
- b. individuals who are recognized by the religious institution as being qualified to offer "counselling services".

## **3. LIMITS OF LIABILITY**

Regardless of the number of people covered, the limit shown in the Schedule of Part III, for each "occurrence" is the maximum we will pay for all claims from any one wrongful act which is covered under this endorsement. The limit of liability stated in the Schedule of Part III as aggregate is the maximum we will pay for any wrongful acts which occur in any one policy year.

## **4. ADDITIONAL DEFINITIONS**

"Wrongful Act" means any negligence, error, mistake or omission, actual or alleged, which arises out of the providing or failure to provide counselling services in the course of religious institution activities.

"Counselling Services" mean the giving of instruction, advice or guidance consistent with the profession or practice of their religion by those members of the religious institution who by reason of their learning or training are qualified and have the authority of the church to provide such instruction, advice or guidance.

## **5. MODIFICATION OF RESTRICTIONS ON YOUR COVERAGE FOR MEDICAL PAYMENTS**

- a. For the purposes of Exclusion a. of your Medical Payments Coverage (Coverage C) an Insured shall not include a volunteer worker who is engaged in maintaining or repairing your premises, or in alteration, demolition or new construction at your insured premises.
- b. Coverage for your medical payments coverage (Coverage C) as set out in the Commercial General Liability Form in Part III of your policy is expanded by deleting Exclusion e. of the said medical payments coverage.

## **6. ADDITIONAL PROVISIONS**

All the supplementary payments, definitions and conditions of Part III of your Business Choice Policy apply to this insurance.