





"This coverage summary is for illustration purposes only. It is not a legal contract, and is not a substitute for the insurance policy. The actual policy terms, conditions, limits and exclusions will govern in the event of a claim."

**Corporate Headquarters** 

400 W Lancaster Ave Devon PA 19333 800.222.4478 www.sovinsurance.com





# For All New York Churches

# Please Note:

This booklet is merely a summary of the coverage and should never serve as a substitute for the actual policies. All of the terms and conditions of the policies will always apply. For a complete understanding of the coverage, you would have to refer to the actual policies which are available at the Conference Headquarters or at your District Superintendent's office.





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# Section 1

#### 1.0 – INTRODUCTION

The Property and Casualty Insurance Program for The Greater New Jersey Annual Conference (GNJAC) was designed by the GNJAC Insurance Committee, Sovereign Insurance Group, and Mercer Insurance Group. Member churches of the GNJAC are included in this program.

This booklet is issued as an aid to your overall understanding of the GNJAC Master Insurance Program. It is intended to generally describe the features and coverage provided. This program provides uniformity of coverage among the churches in the GNJAC and broader coverage than may be available on an individual basis for many churches.

The specific coverage included in the program and the relevant limits associated are identified on the following pages. If you do not find a specific coverage listed in this booklet, please contact Sovereign Insurance Group for further clarification. As stated previously, this booklet is not intended to replace the policy. However, it should prove useful in providing a quick reference to coverage and limits. Other coverage not identified may be available or even provided.

#### THIS BOOKLET OUTLINES THE FOLLOWING

- Package Insurance Property, Crime, Equipment Breakdown, General Liability, Employee Benefits
   Liability, Sexual Abuse & Molestation Liability, Religious Counseling Liability,
   Directors & Officers Liability, and Employment Practices Liability.
- Business Automobile Insurance
- Hired & Non-Owned Auto/ Hired Car Physical Damage Liability
- Workers' Compensation Insurance
- Umbrella Liability Insurance
- Excess Liability Insurance
- Claims Administration
- Loss Control
- Request for Certificate of Insurance, Incident Report, Sample Release Forms





## 1.1 – GENERAL INFORMATION

The New Jersey, Pennsylvania, and New York churches of The Greater New Jersey Annual Conference are included in this program. The program costs will be distributed to each church on a monthly basis through the Conference Headquarters and the Conference Trustees.

The program provides coverage for property owned by GNJAC member churches and used for church-related activities. In addition, one and two family dwellings owned by a local church are included in the program. Property and General Liability coverage is afforded only to the GNJAC and its churches for non-profit activities and organizations under the direct, complete, and active control of the local church.

The program is not intended to include non church related properties owned in whole or in part by the GNJAC or a church. Non church related properties include camps, commercial, manufacturing, mercantile, or industrial buildings, apartment buildings, or residential properties, except one and two family dwellings. Specific coverage for properties not eligible under this program is available upon request. Call Sovereign Insurance Group for more information.

#### 1.2 – INITIAL POINTS OF CONTACT

Initial point of contact for insurance questions will be our account manager, Tiffany Lupo. Tiffany and Sovereign Insurance will coordinate our service efforts for the GNJAC.

The following sections outline a few specific events or situations that we need to know about in a timely manner. Please contact us immediately when any of the following occurs:

- When you have knowledge of the actual occurrence of a claim.
- When you have planned additions or renovations to buildings.
- When buildings become vacant or unoccupied.
- When buildings are sold.
- When you acquire new buildings.
- Planned new building construction or renovations to existing buildings.
- Major acquisitions to contents such as carillon systems, organs, etc.
- Newly formed ministries or child care programs.
- Closure of existing church run child care programs.
- Addition or deletion of vehicles if you participate in the Automobile Insurance Program.
- Mission trips both overseas and domestic.
- Change in church contact information, mailing address, phone number, e-mail, etc.
- Insurance contact personnel change.

PLEASE DIRECT ALL QUESTIONS RELATED TO THE PROGRAM TO TIFFANY LUPO, SENIOR ACCOUNT MANAGER AT SOVEREIGN INSURANCE GROUP

TELEPHONE: 800.222.4478 EXT. 3389 E-MAIL: TIFFANYL@SOVINSURANCE.COM





## 1.3 – SOVEREIGN INSURANCE GROUP AGENCY CONTACTS

400 W Lancaster Ave Devon PA 19333 800.222.4478 – *toll free* 610.535.6810 – *fax* www.sovinsurance.com

#### AFTER HOURS CLAIMS HOTLINE:

- 1. Mercer Insurance (property, liability, auto losses) 800.235.8784
- 2. Church Mutual Insurance (workers compensation loss) 800.554.2642 option 2

**Note:** To report a claim after hours or in the event of an emergency you will need your policy number, your church number, and if you are reporting a worker's compensation claim you will need your account number. All of this information is available on your Master Certificate of Insurance.

#### **SERVICE TEAM**

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Assistant Account Manager – Certificates 800.222.4478 ext 3387 – phone joettam@sovinsurance.com



## 1.4 – ITEMS NOT COVERED IN THIS PROGRAM

This section does not change the policy forms, but is merely meant as an outline to help you identify areas where you may need additional insurance. <u>The following insurance coverage is not included in this program:</u>

- Flood (including but not limited to overflow of surface water, tidal water surges, and seepage)
- Underground Oil/Fuel Storage Tanks
- Earthquake
- Pastors' Personal Insurance including Automobile
- Property not owned by the church
- Church events not under the direct control and supervision of the church
- Accidental Death and Dismemberment
- Health Insurance
- Life Insurance
- Disability Insurance
- Foreign Liability and Medical Payments for church events and mission trips outside of the continental United States
- Cyber, Network, and Media Liability
- Trampolines, moonbounce, inflatable, or jump houses owned by the church
- For-profit organizations/ministries
- Day care or child care groups not under the direct, completed, and active control of the local church

**ABOVE IS NOT A COMPLETE LIST OF EXCLUSIONS, OTHER EXCLUSIONS MAY APPLY.** Churches are encouraged to contact Sovereign Insurance for assistance in obtaining coverage for any of the above mentioned categories.





Greater NJ Annual

# **SECTION 2**

### 2.0 – PACKAGE INSURANCE

The Package portion of the insurance provides coverage for Property, Crime, Equipment Breakdown, Commercial General Liability, Employee Benefits Liability, Directors & Officers Liability, Employment Practices Liability, Sexual Abuse and Religious Counseling Liability coverage.

**Insurance Company:** Mercer Insurance Company a Member of United Fire Group

**Policy Term:** 12:01 a.m. January 1, 2015 to 12:00 a.m. January 1, 2016

**Policy Number:** REL0003000 (NY)

## 2.1 – PROPERTY INSURANCE

This policy will pay for direct physical loss or damage to covered property caused by or resulting from a covered cause of loss. The Blanket Property Limit provides coverage for all church owned buildings including stained glass windows and organs and business personal property (contents) used for church purposes. Coverage is written on a "Replacement Cost" basis with no coinsurance penalty.

Covered property includes buildings and completed additions, business personal property, fixtures, permanently installed machinery, equipment, personal property owned and used to maintain your buildings including fire extinguishing equipment, outdoor furniture, floor coverings and appliances.

#### **Limits of Insurance**

Blanket Building & Contents Limit

Per Individual Church

Each church has the blanket property limit listed on their Master Certificate available at the time of loss. If the church's total blanket limit is exhausted as a result of a covered loss, an additional 25% is available for "building" or "personal property" claims. The insurance company will only pay up to the scheduled limit of insurance for any one covered loss. The valuation of property will be Replacement Cost if the building is replaced or repaired at the same location.

**Property Valuation Property Deductible:** Windstorm Deductible **Replacement Cost** \$1,000 \*\* \$7,500 – Applies per certificate holder, per claim; see your individual certificate of insurance

<sup>\*\*</sup>Deductible applies per claim





# **Property Coverage - Continued**

Coverage Form: Special Causes of Loss

The Special Causes of Loss form provides coverage for all direct physical losses unless the loss is specifically excluded in the policy. Special Causes of Loss **does not include** losses arising out of damage caused by Earth Movement, Flood, Mold, Governmental Action, Nuclear Hazard, War and Military Action, and some Water Damage. Additionally, there is no coverage in this policy for wear and tear and gradual deterioration of your property. There are also other exclusions as stated in the policy.

#### **Business Income/ Extra Expense/Tuitions/Loss of Rents:**

Limit of Insurance 12 Months Actual Loss Sustained Period of Indemnity 12 Months from the date of loss

The loss of income and extra expense are covered if they directly result from interruption of your operations caused by a covered peril. Extra expense may include such costs as rent, installation of telephones, etc.

#### **Property Coverage Extensions**

The coverages listed below are individual sub-limits on selected categories all of these limits and are subject to the blanket limit. They do not provide coverage above the blanket limit. The property deductible would apply to all sub-limits specified below:

Newly Acquired Buildings & Contents (90 Day Limit)		\$1,000,000
Tombstones (under church's care & excess of any other insurance)		Included
Fire Department Service Charge		\$5,000
Fire Protections Device Recharge	e	\$10,000
Fire & Security Alarm Systems Up	ograde	\$15,000
Arson Reward		\$20,000
Water Damage due to back up o	f sewers and drains	\$50,000
Outdoor Property		Incl. in Building limit
Electronic Data Processing-	Hardware	\$50,000
	Media	\$50,000
	Extra Expense	\$50,000
Property in transit or temporarily located off premises.		\$50,000
Valuable Papers and Records (including cost of research)		\$50,000
Accounts Receivable		\$50,000
Signs Coverage	\$15,000	
Tree, Shrub, or Plant Loss (Limited Perils: Fire, Lightning, Vandalism, Explosion, Riot		\$1,000 any item
Civil Con	mmotion, Vehicle Damage or Aircraft)	\$10,000 Max
Builders Risk for New Construction		As Needed Basis
Fine Arts		Schedule Required





# **Property Coverage - Continued**

The coverage listed below provides limits that are in addition to the blanket limit:

Personal Property of Others (excess of any other insurance) \$25,000 Pastor's Professional Property (excess of any other insurance) \$50,000

Homeowners policies are still needed to accommodate the Pastor's <u>personal</u> insurance needs.

Debris Removal Included in Building Limit \*\*

#### **Building Ordinance or Law Coverage**

Regardless of the cause of loss, many local townships and counties often require the insured to meet existing building codes when a building is damaged or repaired. These ordinances may regulate the construction or repair of the property, or may require the demolition and debris removal of undamaged portions of the property. The costs associated with these ordinances or laws are not contemplated on a standard replacement cost property policy. This coverage is added to protect the church from this additional exposure.

Coverage A – Value of Undamaged Portion\$1,000,000 Total LimitCoverage B – Demolition/Debris RemovalIncluded in AboveCoverage C – Increased Cost to ConstructIncluded in Above

\$1,000,000 can be used in any of the three coverage areas. Total paid will not exceed \$1,000,000.

#### 2.2 – CRIME INSURANCE

Dishonesty by Employees, Volunteers and Church Officials \$100,000

Deductible \$1,000

Employee dishonesty is defined as a dishonest act committed by an employee, acting alone or in collusion with other persons, with the manifest intent to cause the church to sustain loss and obtain financial benefit for the employee or any person or organization intended by the employee to receive that benefit.

Depositors Forgery \$50,000
Deductible \$1,000

Covers forgery or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in money that are made or drawn by one acting as your agent.

Money and Securities

Covers theft and destruction of money and securities inside or outside of your premises

Inside Premises	\$20,000
Outside Premises	\$10,000
Deductible	\$200

<sup>\*\*</sup>If the building limit is exhausted there is an additional \$10,000 for Debris Removal





## 2.3 – EOUIPMENT BREAKDOWN INSURANCE

Objects covered include boilers, fired and unfired pressure vessels, refrigeration, air conditioning units, and electrical apparatus.

An accident is defined as a sudden and accidental breakdown of the object. None of the following is considered an accident: wear, tear, deterioration, corrosion, erosion, or leakage.

Limit per accident
Business Interruption/Extra Expense
Coverage Form
Valuation
Deductible

Per Certificate Holder Actual Loss Sustained Comprehensive Lesser of Repair or Replace \$1,000 per accident

## 2.4 - GENERAL LIABILITY INSURANCE

This provides coverage for your members, clergy, elected or appointed officials and Board members, employees, volunteers and most organizations that you control. Protection is provided against claims for negligence involving bodily injury, property damage, personal injury (such as libel and slander, including that arising from your incidental broadcasting and publishing activities), and advertising injury. This protection applies to your sponsored activities, even if away from your premises, and within the coverage territory. It also includes lawsuits originating from your premises, operations, and products.

Per Certificate Holder

Each Occurrence \$2,000,000
Aggregate Limit \$4,000,000
Personal and Advertising Injury \$2,000,000
Products and Completed Operations Aggregate \$4,000,000
Fire Damage Liability-Per Fire \$1,000,000
Medical Payments Per Person Limit \$10,000

Medical Payments will pay up to a stated limit of medical expenses for someone injured on your property, without regard to whether the church is alleged to be liable.

Medical Payments Coverage is included for Camps, Church-sponsored Athletic Events, Schools and Daycares. **Coverage is on an excess basis for daycares and athletic events.** Coverage is excluded for trips/activities outside of the continental US, other exclusions/limitations may also apply.





#### 2.5 RELIGIOUS COUNSELING LIABILITY

This coverage form will pay damages that arise out of any act, error, or omission of the church related to religious counseling activities or the counseling activities of others for which the church is liable. These limits are included within the General Liability Limits.

Occurrence Limit \$2,000,000 Aggregate Limit \$4,000,000

**Note**: The scope of the coverage would <u>not</u> include licensed professional counselors, who would be expected to carry their own professional liability coverage. Counseling activity means consultation or communications between a counselor and another person where the counselor offers advice or guidance with regard to conduct or proposed conduct.

This coverage is not intended to provide insurance for bodily injury, personal or advertising injury, or sexual misconduct. It does not include coverage for medical malpractice, financial counseling or any criminal or fraudulent act.

#### 2.6 ABUSE & MOLESTATION LIABILITY

This policy provides coverage for the church's negligence due to sexual abuse or molestation. Coverage is provided as a part of the General Liability Coverage Form. Coverage is offered for defense and indemnification of the corporate entity with limited coverage offered to the alleged perpetrator. Mercer Insurance will defend the alleged perpetrator until they are found to be guilty or admit guilt. Mercer will never pay a judgment on behalf of the alleged perpetrator.

Occurrence Limit \$2,000,000 Aggregate Limit \$4,000,000

It is recommended that each church follow the Conference mandated Safe Sanctuaries policies and conduct thorough background checks of all clergy and employees as well as volunteers who regularly supervise youth activities. In addition, there are a number of other important procedures that should be addressed by every church. Each church should have a Sexual Misconduct Policy which, at a minimum, outlines their position on sexual misconduct, provides details on how to reduce their exposure, and identifies specific steps concerning how to respond in the event of an allegation.

Please note that in the event of a suspected claim involving sexual abuse, it is the church's responsibility to provide **timely reporting**. Notice must be given to Sovereign Insurance Group within 30 days of any circumstance which is likely to result in a claim or suit alleging sexual abuse. If a claim or suit is brought against any insured, you must notify Sovereign immediately. It is important that the church does not attempt to settle or resolve the matter without the consent of the insurance company. Failure to properly notify the insurance company will put the church at risk of voiding their coverage





## 2.7 EMPLOYEE BENEFITS LIABILITY

Employee Benefits Liability Insurance protects the church, church officials, employees, and volunteers for wrongful acts relating to the management of the church's benefit programs. Potential claims in this area arise from failing to add coverage for an employee, incorrectly removing an employee from a plan, misreporting employee information, etc. The Employee Benefits Liability coverage is on a "Claims-Made" basis and responds only to claims that occur during the policy period

Some of the programs for which this coverage may apply include Employer Sponsored Health Insurance, Dental Insurance, Group Life Insurance, Long Term Disability Insurance, and 403B Programs.

Occurrence Limit	\$2,000,000
Aggregate Limit	\$4,000,000
Deductible	\$1,000
Retro Active Date	12/01/2006

## 2.8 DIRECTORS AND OFFICERS LIABILITY

Occurrence Limit	\$2,000,000
Aggregate Limit	\$4,000,000
Per claim retention	\$2,500
Retro Active Date	01/01/2002

Directors and Officers (D&O) Liability Insurance protects the church, church officials, employees, and volunteers for wrongful acts relating to the management of the church and arising out of the performance of their duties for the church. "Wrongful acts" are defined as "any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty", arising out of the performance of their duties on behalf of the church.

The Directors and Officers Liability coverage is on a "Claims-Made" basis and responds only to claims that occur during the policy period. Defense costs are outside the limits listed above.

#### 2.9 EMPLOYMENT PRACTICES LIABILITY

Employment Practices Liability (EPL) is also provided under the Mercer Insurance Company Policy. EPL protects the church, church officials, employees, and volunteers for wrongful acts relating to the hiring, termination, promotion, review, and general handling of employee actions. Common law suits associated with this coverage are wrongful termination of an employee. Specific wrongful acts usually include discrimination based upon sex, race, creed, nationality, or religion.

Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000
Per claim retention	\$2,500
Retro Active Date	01/01/2002

The Employment Practices Liability coverage is on a "Claims-Made" basis and responds only to claims that occur during the policy period. Defense costs are included within the limits listed above.





# **SECTION 3**

# 3.0 AUTOMOBILE INSURANCE (IF APPLICABLE)

**Insurance Company**: Mercer Insurance Company a Member of United Fire Group

**Policy Term**: 12:01 a.m. January 1, 2015 to 12:00 a.m. January 1, 2016

(Effective Date May Vary per Individual Church)

**Policy Number**: Specific to each church

This policy provides commercial automobile liability and physical damage insurance for church owned private passenger and service vehicles.

Liability coverage is for bodily injury and property damage that is caused by your vehicle and for which you are legally obligated to pay. Medical payments coverage is for minor medical expenses of persons injured in or on your vehicle and is payable regardless of fault. Physical damage coverage like comprehensive (fire, theft, vandalism, and glass breakage) and collision are for damage to your vehicle and are paid after application of the deductible. Specific liability limits and deductibles may vary by policy.

\$1,000,000 Liability Limit (Symbol 2) Uninsured Motorist Liability Limit \$1,000,000 Additional PIP \$250,000 Personal Injury Protection (Private Pass Only) Statutory Medical Payments (Each Truck) \$5,000 Medical Expense Benefits (Each Public Auto) \$250,000 Comprehensive Deductible (Symbol 7) \$250\* Collision Deductible (Symbol 7) \$500\*

Rental Reimbursement \$30 Per Day 30 Day Max.
Towing \$50 Per Disablement\*\*

Automobile Insurance for church vehicles is **NOT AUTOMATICALLY** included in the GNJAC Insurance Program; however, coverage may be purchased through the GNJAC Program and quotations may be secured by contacting our office. Coverage may vary per Church depending upon their selections. Please call us if you purchase or sell a vehicle. Coverage Territory is United States, its Possessions & Territories, Puerto Rico, and Canada.

<sup>\*</sup>Other comprehensive and collision deductibles may be chosen by the church

<sup>\*\*</sup>Towing is available for Private Passenger vehicles only; it is not available for commercial vans or buses





# **SECTION 4**

## 4.0 HIRED AND NON-OWNED AUTOMOBILE INSURANCE

**Insurance Company**: Mercer Insurance Company a Member of United Fire Group

**Policy Term**: 12:01 a.m. January 1, 2015 to 12:00 a.m. January 1, 2016

Policy Number: CAP0006364

This policy protects the church for automobile liability arising out of the use of non owned, leased or hired vehicles used in connection with church sponsored activities. Hired car physical damage provides the church with coverage for physical damage to a leased or hired vehicle used in connection with church sponsored activities. **This provides no coverage to an individual's owned automobile liability or physical damage** (refer to the FAQ booklet for more information).

Liability Limit (Symbol 8, 9) \$1,000,000

(Excess of any other collectible insurance)

Hired Car Physical Damage (Symbol 8)

Occurrence Limit\$50,000Comprehensive Deductible\$100Collision Deductible\$500

(While this coverage does offer some physical damage protection, we recommend that the church always purchase the physical damage coverage offered by the automobile leasing companies.)





# **SECTION 5**

### 5.0 WORKERS' COMPENSATION INSURANCE

**Insurance Company**: Church Mutual Insurance Company (CMIC)

**Policy Term**: 12:01 a.m. January 1, 2015 to 12:00 a.m. January 1, 2016

12:01 a.m. December 1, 2014 to 12:00 a.m. January 1, 2015

Policy Number: 07-747534

07-747519

**CMIC Account Number:** Refer to your Master Certificate of Insurance

**CMIC Rating Group Number:** Refer to your Master Certificate of Insurance

Your Workers Compensation Policy has two sections. The Workers Compensation section provides the coverage required by law for employees who are injured on the job. This is a no-fault insurance coverage, which compensates employees who have been disabled due to work-related injury or disease. Workers Compensation benefits are set by state statute and generally provide financial assistance for wage loss, medical and rehabilitation expenses, and survivor benefits for fatal injuries. The amount and duration of assistance is set by the state.

The Employers' Liability section provides liability coverage for the church as an employer against claims by the families of injured workers (care and loss of service), or by certain other third parties.

Your premium is based on an estimate of your payroll for the policy period, and is subject to an annual payroll audit. If there is a large difference between the estimate and the audited payroll, the company reserves the right to adjust your current premium to reflect the difference. All forms to complete the annual workers compensation audit can be found on the Greater NJ Annual website at <a href="http://www.gnjumc.org/pages/detail/407">http://www.gnjumc.org/pages/detail/407</a>.

#### Limits of Insurance

Bodily Injury by Accident - Each Accident	\$500,000
Bodily Injury by Disease - Policy Limit	\$500,000
Bodily Injury by Disease - Each Employee	\$500,000

#### **Applicable Classifications**

Classification	NY Code #
Church Professional	8840
Church Non-Professional	8810
Child Care	9101





# **SECTION 6**

#### 6.0 UMBRELLA LIABILITY INSURANCE

**Insurance Company**: Mercer Insurance Company a Member of United Fire Group

**Policy Term**: 12:01 a.m. January 1, 2015 to 12:00 a.m. January 1, 2016

Policy Number: REL0003000

Conference Shared Aggregate Limit\$ 10,000,000Sexual Abuse & Molestation Sub-Limit\$ 1,000,000Retained Limit\$ 10,000

The retained limit identified above is only applicable if the umbrella policy is required to respond to a claim where no underlying coverage is applicable.

**Umbrella Extends Over Underlying:** Commercial General Liability, Personal & Advertising Injury, Products Completed Operations, Fire Legal Liability, Employers Liability, Automobile Liability, Limited Liability for Sexual Misconduct Sublimit Endorsement, Religious Counseling and Employee Benefits Liability.

**Partial list of Policy Exclusions:** Sexual Harassment Exclusion, Directors and Officers, Pastoral Counseling Liability Limitation, Lead Contamination Exclusion, School Coverage, Fungi/Mold Exclusions, Non-Certified Acts of Terrorism Exclusion, ERISA Exclusion and EPL Exclusion.

## 6.1 EXCESS LIABILITY INSURANCE

**Insurance Company**: Aspen Specialty Insurance Company

**Policy Term**: 12:01 a.m. January 1, 2015 to 12:00 a.m. January 1, 2016

Policy Number: CX002XD15

Conference Shared Aggregate Limit \$15,000,000

Excess Liability Extends Over Underlying: The scheduled Mercer Umbrella. (NJ, NY & PA)

**Partial list of Policy Exclusions:** Care, Custody or Control, Communicable Disease, Cross Suits, Discrimination, Fiduciary Liability, Foreign Operations, Known Loss and Loss in Progress, Patient Care, Professional Services, Punitive Damages, Special Events, Contractors Limitation, Absolute Pollution, Educational Institutions, Violation of Communication or Information Law, Sexual Abuse.





# **SECTION 7**

## 7.0 CUSTOMER SERVICE

Your initial point of contact for all claims or general questions is Sovereign Insurance Group. We encourage you to contact us with any questions, comments or concerns.

## 7.1 CLAIMS ADMINISTRATION

Mercer Insurance Companies of NJ a Member of United Fire Group, through its Claims Administrators, will make all determinations concerning coverage and payment of claims, pursuant to the policy terms and conditions. You should report all claims as soon as you become aware of a potential loss. Please contact Sovereign in the event that you must file a claim.

For <u>all</u> claims please contact Sovereign Insurance Group at our office:

Sovereign Telephone:

800.222.4478

Sovereign Facsimile:

610.535.6810

# 7.2 CLAIMS INFORMATION

When a claim occurs, please <u>do not attempt to discern coverage</u>. Filing a claim in and of itself does not adversely affect your loss history. Please let the insurance company determine what is or is not covered.

When filing a claim, you will be expected to know the approximate date of the damage or loss, a brief description of the loss, and to provide a contact name for the company claims adjuster to meet with at the church. Always take any precautionary steps that may reduce the chance of further loss. For example, you might purchase plywood to cover a broken window or a hole in the roof to prevent further water damage.

Company response to a claim is normally handled within 72 hours. However, in the case of a very minor claim, this time could be delayed up to 7-10 business days. Large damage suits or fires will of course be given high priority.

#### If an **Emergency** occurs after hours or on the weekend, please call:

- Mercer Insurance (property, liability, auto losses) at 800.235.8784
- Church Mutual Insurance (workers compensation loss) at 800.554.2642 option 2

To report a claim after hours or in the event of an emergency you will need your policy number, your church number, and if you are reporting a worker's compensation claim you will need your account number. All of this information is available on your Master Certificate of Insurance.

## 7.3 CERTIFICATES OF INSURANCE

Sovereign will provide Certificates of Insurance as proof of coverage to a mortgagee, loss payee, or other entity. You should request certificates of insurance from Sovereign annually.

If you require a Certificate of Insurance please provide (additional information may be required):

- The name and address of the Certificate Holder
- Reason for certificate and interest of Certificate Holder
- Detailed dates of when the activity begins and ends
- For your convenience we have included a Certificate of Insurance Request Form, found in Appendix A, please use this form to expedite your request

Some of the reasons you may obtain a Certificate of Insurance from a third party are:

- **Vehicles** Request a certificate from the owner of a vehicle that is leased or rented for church use. The certificate will provide evidence of proper Automobile Liability Insurance. Sovereign can provide guidelines for minimum acceptable limits.
- **Work Performed** All Contractors performing any work on church properties should provide a Certificate of Insurance evidencing General Liability, Automobile Liability, and Workers' Compensation Insurance and naming the church as an Additional Insured.
- **Using the Church** Anyone using the church premises or properties should provide a Certificate of Insurance with evidence of General Liability and Workers' Compensation Insurance. In most instances, the Certificate must name the church as an Additional Insured.

The practice of obtaining Certificates of Insurance will assist to shield the church from claims arising from the activities of third parties, which should be funded through their own insurance. If persons or organizations do not have insurance protection to protect them from claims arising out of their activities, the church may be called upon to fund their liability exposures.

The Certificate of Insurance should indicate proper insurance coverage, limits, name of the insurance company, policy number, effective dates of coverage, and name the church as an Additional Insured. Upon receipt, examine the Certificate of Insurance to make certain it includes the requested information and is deemed satisfactory **prior to** entering into an agreement with any party.

This agreement between



Greater NJ Annual Conference of the UMO Insurance Program

# 7.4 SAMPLE HOLD HARMLESS AGREEMENT

We recommend that you call Sovereign Insurance Group to discuss the exposure associated with outside groups using the church or its property. If the group does have insurance you should have them name the church as an "Additional Insured" on that policy and provide you with a copy of the Certificate of Insurance.

If the group does not have its own coverage and the church allows the group to use their facilities we advise that you have them sign an agreement that outlines the mutual understanding that the church's policy is not providing the liability incurred by the outside group or organization. A sample of a hold harmless agreement is detailed below. Please have your legal counsel review this agreement.

#### **HOLD HARMLESS/INDEMNIFICATION AGREEMENT**

("Church"	( <sup>1</sup> )	and	
("Occupa	nt")		
entered ii	nto this datefo	r use of premises located at	
("Premise	s")		
harmless liabilities or omissi Occupant	eration of the use of the Premises by Oc Church from and against any and all clair and damages (collectively "Claims") whice ons of Occupant, its employees, volunted that the Premises. ore, Occupant understands that it's Occ	ms, expenses, costs including, but no th result in bodily injury or property o eers, participants, agents, invitees o	ot limited to, attorney fees, damage as a result of acts or anyone associated with
arise by recomme intended ordinance	its use and/or activities of Occupant a ended that Occupant obtain separate in use or activities at the Premises. The O es and regulations relating to the Pren or any breach by Occupant of such laws, o	It the Premises and not the responsurance to adequately insure potent Doccupant agrees to abide by all fednises and Occupant will save, index	nsibility of Church. It is tial Claims for Occupant's eral, state and local laws,
Signed _	Church Representative)	(Occupant Representative)	
(	Print Name of Church Representative & Title)	(Print Name of Occupant Representative & T	Title)





# **SECTION 8**

#### 8.0 LOSS CONTROL

The most effective way to control the future costs of insurance is to prevent or reduce losses. We recommend that each church assign an individual or committee to review loss control issues on an annual and ongoing basis. Responsibilities would include regular inspections of the premises with a written report of any deficiencies or recommendations. If the items noted are of a significant nature, the insurance company should be notified of the work to be done, or the action plan to resolve the problem. The insurance companies will provide Loss Control experts that will assist you and provide feedback and direction if requested. We recommend utilizing their knowledge and skills.

#### 8.1 REAL PROPERTY VALUATION

It is important for the church to establish specific details and cost of all property at the time of a loss. The church should have thorough documentation, and specifically a professional insurance replacement cost appraisal, which definitively outlines the replacement cost of all property.

The church should obtain a new valuation once any major renovations or additions to church property have been completed. All records and appraisal documentation should be stored off- premises for safekeeping.

## 8.2 VERIFICATION OF YOUR PERSONAL PROPERTY

- **1. Business Personal Property** If possible the church should videotape all furniture, movable fixtures, equipment, and supplies. A written log should describe the items, provide the quantity, the cost, and list the present day values. We recommend storing the tape and the written lists off premises.
- **2. Valuable Objects** The church should maintain a separate list of all valuable objects such as paintings, communion vessels, crosses, statuary, stained glass windows, vestments, and other special items, which have either historical or intrinsic value. Videotaping is recommended. Items, which have intrinsic value such as works of art or antiquities, should be appraised every 5 years.





# **APPENDIX A**

# **Request for Certificate of Insurance**

Certificates are generally issued within 24 hours of request, but if additional underwriting information is needed this timing does change to 24 hours **after** underwriting approval. Also, certificates can be requested on our Service 24/7 system. If you do not have a username and password e-mail <u>service247@sovinsurance.com</u> to obtain an account.

POLICY HOLDER'S NAME & ADDRESS:	NAME & ADDRESS OF CERTIFICATE HOLDER:
1) Name of Event:	
2) Where is the event held (may not be the same as the certificate	holder)?
3) Date(s) of Event:	
4) Time(s) of Event:	
5) Approximate Number of People: Age Rang	ge:
6) Nature of Event (detailed description of all activities):	
7) Will waivers be signed by all attendees (may be required by the	e Ins Co)?
8) Does the organization have their own insurance?	
9) Are all attendees members of the church? If not, need estimate	<del></del>
10) Does the holder want to be listed as an additional insured? If	yes, see below.
ADDITIONAL INSURED: Yes	No
<i>NOTE:</i> Depending on the type of event and the activities, underwadditional premium charge. If the requesting organization needs APPROVED by the insurance company. Please list any special work.	special wording on the certificate, IT MUST BE APPROVED
OVERNIGHT RETREATS ONLY:	
1) Is it co-ed?	
2) What are the age groups?	
3) What are the sleeping arrangements?	
4) What is the chaperone/leader to youth ratio?	
5) Are background checks made on all chaperones/leaders/volun	teers?
SEND REQUESTS TO:	

Joetta Mooney, Assistant Account Manager email joettam@sovinsurance.com fax 610.535.6810







#### REPORT INSTRUCTIONS

- 1. This report is **NOT** to be used to file a Workers Compensation, Automobile, or Property claim. If you need to report any of those incidents contact Tiffany Lupo at Sovereign Insurance immediately.
- 2. Complete all applicable fields as soon as the church becomes aware an incident has occurred. Attach additional sheets if necessary.
- 3. Keep a copy of this report on file at the church and send a copy to Sovereign Insurance as soon as possible. Also include all supporting documentation (medical bills, letters, etc.) if they are available at the time you become aware of the incident.
- 4. This report is only to be used for accidents that occur on or off church property as a result of the church's owned and controlled groups or events.
- 5. This report is for recording purposes only, the completion and submission of this form is not an admission of liability/guilt or guarantee of coverage.
- 6. Any questions please contact Sovereign Insurance at:

**Tiffany Lupo** Senior Account Manager **phone** 800.222.4478 ext. 3389 **email** TiffanyL@sovinsurance.com **fax** 610.535.6810



	Date Report Completed:
Church Name:	Conference#:
Incident Information:	
Address Where Incident Occurred: _	
Building:	Date & Time:
Name of Person(s) Involved or Injure	ed (include parent/guardian if they are a minor):
Injured Person's Age:	Injured Person's Sex:
Injured Person's Address:	
Injured Person's Phone Number:	
What were the conditions like at the	time of the injury (i.e. wet floor, raining, snow/ice buildup)*:
*if you have any pictures showing t with this report	he conditions that existed at the time of the incident occurred please include them
If hazardous conditions did exist we such as a wet floor sign?	re there any signs or warnings alerting people to the adverse conditions,
If yes describe what was posted	/displayed:
What was injured person doing, how	v did the accident occur, & what injuries were sustained?
Witnesses Name & Phone Number:	



Report Completed By:	
Title: Phone	
E-mail:	
Signature:	
Do you want to submit a claim to your insurance carrier for this file for record purposes only (no claim to the carrier will be repo	•
Church Contact (if the same as reporter please leave blank):	
Name:	
Phone Number(s):	
E-mail:	

THIS REPORT IS NOT AN ADMISSION OF LIABILITY OR GUILT AND IS NOT A GUARANTEE OF COVERAGE





		ANY CHILD(REN) (UNDER 18) T LOWING CHILDCARE RELEASE I					
1. Child's Name:				Age:			
2. Child's Name:				Age:			
3. Child's Name	e:			Age:			
		Perso	nal Information				
Parent Name:							
Phone Number	,	Home:	Work:		Cell:		
T HOHE HUMBER		Street		ity	State Zip		
Address							
		RELEA	SE/DISCLAIMER	<u> </u>			
In consideration of the babysitting/childcare services offered by to the child(ren) referenced above, the undersigned hereby waive, relieve, and discharge any and all claims which the undersigned may have, or claim to have, or in the future have, against for all personal injuries or claims of any kind or nature known or unknown caused or arising out of babysitting/childcare services provided by Releasees, its agents and employees.  This Release is intended to discharge in advance the Releases from and against any and all liability arising out of or connected in any way to the use by the undersigned of the babysitting/childcare services provided, even though that liability may arise out of the negligence on the part of the Releasees.  The undersigned further understands that personal injures occasionally occur to children while in the care of others, but knowing of such risk and in consideration of the services provided, the undersigned hereby agrees to assume those risks and release, indemnify releasees for all expenses, including attorney costs and fees and hold harmless the releasees even though, through negligence or carelessness, they might otherwise be liable to the undersigned for damages.  It is further understood that this waiver, release and assumption of risk to be binding on the undersigned's heirs and assigns.							
I have read and fully understand the above Release/Waiver and fully understand that I have given up substantial rights by signing this waiver voluntarily							
Parent/Guardian Name (print):							
Parent/Guardian Signature:					Date:		







# ALL PARENTS OR GUARDIANS OF ANY CHILD (UNDER 18) THAT WISHES TO PARTICIPATE IN ANY PROGRAM OR ACTIVITY MUST COMPLETE THE FOLLOWING *PROGRAM RELEASE FORM* BEFORE HIS/HER CHILD CAN PARTICIPATE IN THE PROGRAM OR ACTIVITY

Child's Name:								
☐ Male	☐ Female	Age:						
Personal Information								
Parent or Guardian Name:								
Phone Number	Home:	Work:						
	Cell:							
	Street	City	State	Zip				
Address								
Alternate Contact	Name:	Phone:						
Program or Event Information								
I agree to have my child par	ticipate in the following program o	r event:						
	This event will take p	lace at						
	on	·						
Special Needs/Allergies/Pot	ential health problems/comments:							
	RELEASE/DISC	ΔΙΜΕΝ						
   I do herby assume full respo	onsibility for any and all damage, in		or losses that my	child may				
sustain or incur, if any, while attending, practicing, participating, or witnessing in any program, sport or physical activity occurring in or about the premises or at any off site location.								
I herby assume full risk, waive all claims and release and hold								
	, its instructors		am or event, indi	vidually or				
otherwise, harmless of any a	and all claims for injures or damage	S.						
Lam fully aware and underes	tand that the		doornat	have on or				
	I am fully aware and understand that the does not have on or							
about thepremises or employ or contract with any medical services, provision for ordinary or emergency medical services								
provision for ordinary or em	ici geney incurear services							
In consideration of my child's participating in and the use of thefacilities,								
I hereby release and covenant not to sue the, its owners,								
shareholders, directors, officers, employees, representatives, agents, and lessees from any and all claims resulting								
from any physical injury that may occur to my child while participating in any program or event sponsored by								
·								
I have read and fully understand the above Release/Waiver and fully understand that I have given up substantial								
rights by signing this waiver voluntarily								
ngno oy signing this waiter voluntarily								
Parent/Guardian Name (print	)•							
. a. c.i.y caararan name (print,	<b>,.</b>							
Parent/Guardian Signature:			Date:					





**SAMPLE**Volunteer Agreement &
Release of Liability

In signing this form, I understand and agree to the following terms and conditions related to volunteering my services at							
Volunteer Name:	☐ Male		Female				
	I represent the above organization t nal manner. I will be clean and sobe						
	will report any and all instances of ar of physical and emotional safety for						
	lentiality of all volunteers, clergy, and ere:	d members about wh	om I have pers	onal and ic	lentifying		
	_						
cuts, burns, back injury from I Potential hazards have been 6	expose myself to potential hazards ifting, car accidents, property damagexplained to me. I am voluntarily pa agree to accept any and all risk of in	ge or injury to others orticipating in this serv	in car accident	s, falls, muç	ggings, etc.		
injury or damage resulting fro	rs, distributes, guardians and other low the negligence or others acts, hon as a result of my participation as a	wsoever caused, by a volunteer. I hereby re	ny employee, a elease	agent, or vo			
	s and legal representatives now have Please initial here:	•	ve for injury re	sulting fror	n my		
liability insurance policy as retenure as a volunteer for the	es driving an automobile, I acknowle quired by state law. I agree to maint organization. I am knowledgeable o ce of alcohol and/or other intoxicatin	tain my license and in of and agree to abide l	surance in goo by local and sta	od standing ate traffic la	for my entire		
I have carefully read this agreemy own free will.	ement and fully understand its conto	ents. I am aware that	this is a release	e of liability	and I sign it of		
Volunteer Signature	Date						
Witness Signature	Date	Date					
Volunteer's Phone Number	Home:		Cell:				
Volunteer's Address	Street	City		State	Zip		