

Kirk Session – Insurance Report – 6th May 2025

1. Unusual Activities

The following activities have been advised to COSIS since last meeting – no referrals made to COISIS.

Internal Unusual activities document – ongoing comment

The request to all elders in Working Groups continues when considering future plans. This is to keep in mind the need to raise any activities which fall out with usual activities to Church Insurance Administrator for possible consideration by COSIS/Aviva. Where possible it is requested, referrals are given in good time before cover is required. It is suggested that marketing of an activity is not carried out until insurance cover is confirmed to be in place.

2. Alterations to risk amendment

Nothing to report

3. Claims Notification

Nothing to report

4. Trustee Declaration amendments

Nothing to report apart from below comment.

It has been noted previously but should be re-stated that David McLaren is a shareholder of Aviva Insurance (very minor) receiving 6 monthly dividend payments and his son Cameron is an employee of Aviva working in the Motor Claims department at Maxim Park.

5. Third Party organisation use of premises – Public/Products Limit of indemnity

As advised at previous meetings Josephine Sergeant has been in contact with all Third Party Hall users to request copies of their Public/Products Liability indemnity details. To comply with our Hall Letting Agreement this must be a minimum of £5 million. All let holders have at least £5 million, with the following updated exceptions,

1. Tae Kwon Do (Saturday) – Update - With effect from April 2025 no longer letting the Hall
2. **POINT OF NOTE - Scottish Country Dance group – proposal is in view of the revised policy wording which will take effect from 28th August 2025 to highlight this activity to brokers for comment during pre-renewal process.**
3. **POINT OF NOTE - New lets** since last meeting all have required £5M Public/Products Liability cover.
4. **POINT OF NOTE - Halls Lets** cannot be confirmed, continued or started unless a prospective let applicant has £5m Public/Products Liability

insurance indemnity limit with evidence of cover being provided to confirm.

Proposals

- a) Proposal approved at last meeting - we arrange for upstairs hall cupboard to be securely locked if this is possible. **Quotation has been obtained from Able Group to provide new lock and supply 2 keys - £149 plus VAT. Costs to be approved.**

5. Church Insurance Scheme renewal – 1st January 2025/Church Budget 2025 – update

The new policy wording which will be effective from next renewal date has now been reviewed. Following this a draft aide memoire has been prepared, see next section for more details.

There are 2 significant points of note which are detailed below.

POINTS TO NOTE

- a) **2025 Renewal premium** - indications obtained from other congregations are for one church renewal was increased by just under 15% including index-linking. Another had a “large increase”. Neither of these churches to my knowledge had any claims in the last 2 years. The message is therefore as advised in September 2024 we must expect an increase in August 2025, Finance Team are aware.
- b) **Abuse condition** – Public/Products Liability. The policy condition wording has been passed to Mhairi Moore our Safeguarding Co-ordinator and all members of the Safeguarding Team. From 21st March, Mhairi Moore and David McLaren have been reviewing what we need to do to meet condition requirements. This is a very complex and time-consuming issue especially for Mhairi. Discussions continue with 121 Safeguarding team to allow duty of Fair presentation to be made to COSIS on areas where we have concerns around compliance with the Condition. A meeting was held with the Safeguarding Panel (excluding Mary Fleming) on 29th April 2025 attended by David McLaren to explain the Abuse condition in relation to the implications for Safeguarding within our Congregation. **The main POINT OF NOTE is that we must comply with Church of Scotland Safeguarding Procedures to meet policy conditions. Failure to do so will mean that we will be in breach of policy conditions and therefore Aviva will not pay any claims.** The policy condition wording is contained in the draft insurance aide memoire.
- c) **Proposal – Session agree provided, there is no meeting before renewal which is due on 28th August 2025 that permission is given to Finance Team to authorise renewal of our insurance policy with Church of Scotland Insurance Services/Aviva.**

6. Church Insurance Technical Paper – 28th August 2025

Following review of the policy wording a draft aide memoire document noting some key features of the policy has been created.

This paper is circulated as an attachment to this Report. It is understood the paper is quite technical in detail and therefore might be difficult to follow in places. Especially the section on Management Liability.

Questions – POINT OF NOTE

The paper will hopefully help elders to understand and the church insurance administrator to help answer any insurance questions for you. It is hoped it will reduce the need to ask technical questions within Session Meetings. It is suggested if appropriate/possible these questions are referred to Church Insurance administrator out with Session meetings. Asking question away from meetings will ensure that we make best use of time at our future gatherings. If any individual question raises an issue which all Elders should be aware of this will of course be brought to a full Session meeting. The work continuing regarding Safeguarding condition being an example of this.

POINT OF NOTE from 28th August 2025 the aide memoire will replace the Internal Insurance Activities document previously issued.

7. Duty of fair presentation – ongoing requirement

It is appropriate for Trustees to note the Duty of fair presentation requirement which is an ongoing one under the policy. This requirement is why for example changes of use cross-referring to unusual activities require to be notified to COSIS/Aviva.

In connection with this amendment you must be sure that you have provided a 'fair presentation' of the risk' to insurers. This means that you must have clearly disclosed every material circumstance which you, your Kirk Session or Congregational Board, or persons responsible for arranging your insurance, know or ought to know following a reasonable search that is relevant to this amendment. A material circumstance is one that may influence an insurer's judgement over whether to take the risk and, if so, on what terms. If you are in any doubt as to whether a circumstance is material you are advised to disclose it.

If any of this information changes during the currency of your policy then you must immediately notify us, as failure to do so may entitle an insurer to impose different terms on your cover or reduce the amount of a claim payable. In some cases your cover could be invalidated, which would mean that a claim would not be paid.

8. Church Administrator role – review date – continuing comment

It remains prudent for the Kirk Session to consider what would happen in terms of replacement, if a new person is required to fill Church Insurance Administrator position either at 30th September 2025 or beyond. The aide memoire will assist any future hand-over if required. **At the moment the current Church Insurance administrator is prepared to remain in post until 30th September 2025.**

David McLaren