

Conference of European Churches
Governing Board

Brussels, 20 – 22 November 2019

<u>Doc N°:</u>	17
<u>Topic:</u>	Non-Profit Leaders Liability
<u>Agenda Item:</u>	17
Staff in charge:	Christian Krieger
<u>Recommendation:</u>	For approval
<u>Annex:</u>	Not applicable
<u>Earlier docs:</u>	Not applicable

Non Profit leaders Liability Information document on the insurance product

AXA Belgium - Belgique - S.A. d'assurances - BNB n° 0039

Insurance of company managers
(Non-Profit)



The purpose of this information document is to provide you with an overview of the main coverage and exclusions related to this insurance. This document is not customised to your specific needs and the information contained therein is not exhaustive. For further information about the chosen insurance and your obligations, please consult the pre-contractual and contractual conditions relating to this insurance.

What type of insurance is this?

The Directors' Liability (Non-Profit) insurance covers the civil defence costs of directors and officers in respect of claims for compensation for damage caused to third parties resulting from events giving rise to liability occurring in the performance of their duties as directors and officers in the designated company or companies. The insurance can be supplemented by Legal Protection insurance.



What is insured?

- ✓ Civil defence costs

Basic coverage (included in the premium)

- Spouse, heirs...
- Associated company
- External mandates
- Advance of defence costs
- Compensation for financial consequences resulting from claims assumed under a pre-existing coverage clause that were made against insured persons during the coverage period
- Civil defence costs in favour of the insured
- Investigation costs relating to the preparation of the personal defence of insured persons
- Reputation rehabilitation costs
- Employment-related misconduct: termination, non-renewal of employment contract, discrimination in employment, harassment, ...

- Insurance (for an additional premium)
- Legal protection (criminal defence)



What is not insured?

- ✓ Claims for compensation for liability insurance-
- ✓ professional liability, product and works liability, professional liability, fire, "RC Patronale" or "Employer's Liability".
- ✓ Claims for compensation under compulsory insurance
- ✓ Associated company making a public offer, which is a financial institution or whose registered office is located outside the EEA
- ✓ Claims for personal benefit or remuneration of an insured person
- ✓ Claims based on an act committed intentionally by the insured or with his or her complicity
- ✓ Fines, penalties, punitive damages
- ✓ Commitments made when the policyholder had not yet acquired legal personality
- ✓ Damage to natural elements, property or things that do not belong to anyone
- ✓ Damage resulting from the use or release of genetically modified organisms (GMOs)
- ✓ Damage due to asbestos
- ✓ Damage resulting from radioactivity
- ✓ Damage resulting from war, attack or labour dispute
- ✓ Claims relating to bodily injury, material and immaterial damage resulting from a
- ✓ Environmental damage
- ✓ Security deposit
- ✓ Tax, duty and royalty (unless a claim is made for non-payment of VAT or withholding tax or social security contributions in the event of bankruptcy)

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Are there any coverage restrictions?

- Damage resulting from the same event giving rise to the damage
- Amount of compensation exceeding the limits of compensation provided for in the general and/or special conditions
- Damage less than or equal to the amount of the deductible (the amount that remains the responsibility of the insured). The deductible is indicated in the general and/or special conditions
- Allocation: intervention according to the distribution between covered and uncovered items of the claim
- Guarantee per insurance year



Where am I covered ?

- ✓ For claims: worldwide except USA/CANADA
- ✓ For the proceedings: courts located in the EEA or Switzerland



What are my obligations?

- At the time of concluding the contract: declare exactly all the circumstances that are known to you and that you must reasonably consider as constituting for the insurer elements of risk assessment
- During the course of the contract:
 - declare any change that may constitute a significant and lasting increase in risk (examples: merger, control by another legal entity, etc.)
 - transmit the calculation data for the premium
 - provide the most recent published annual accounts, the report of the Board of Directors and the audit report of the statutory auditor at the insurer's request
- In the event of damage:
 - take all reasonable measures to prevent and mitigate the consequences of the incident
 - declare without delay and in any case as quickly as reasonably possible, the claim, its exact circumstances, the extent of the damage
 - assist in the settlement of the claim (examples: receive the expert and forward all judicial and extrajudicial documents)



When and how to make payments ?

You are required to pay the fixed premium on the due date indicated in the special conditions. You will receive an invitation to pay for this. Under certain conditions, you may opt to split your premium at no additional cost.



When does coverage begin and end?

The duration, annual term and effective date of the insurance are indicated in the special conditions. The contract is concluded for a minimum period of one year and is tacitly renewable. Coverage is effective after payment of the first premium and signature of the contract.

Warranty extends to:

- claims made during the period of insurance due to misconduct during the period of insurance
- claims made during the insurance period due to misconduct prior to the insurance period, unless such misconduct has already led to the initiation of proceedings, has already been reported to another insurer or was already known at the time the insurance contract was taken out

Coverage will extend to claims related to misconduct during the period of insurance and made during the subsequent period provided that the risk is not covered at the end of the period of insurance by another insurer.



How can I terminate the contract?

You can terminate your insurance contract at the latest three months before the annual expiry date of the contract. The termination of the contract must be made by registered letter, bailiff's writ or by delivery of a termination letter with acknowledgement of receipt.

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Liability of corporate executives **Offer n° 011700006847**

This offer is valid for 2 months from today and is not valid under any circumstances for coverage.

General Information

Policyholder:

AISBL Conférence des Eglises Européennes

N° Entreprise: 0422232783

Rue Joseph II 174
1000 BRUXELLES

Your insurance broker:

B & R Service

N°: 0106640

Réf:

Chaussée de La Hulpe 110
1000 Bruxelles

Tél: 02 6757475

General data:

Date of issue of the offer: 05/11/2019

Term of the contract: terminable annually

Liability of corporate executives

Tarification:

		Commercial premium	Taxes & fees**	Total premium
Guarantees & insured capital		Amounts on an annual basis expressed in EUR		
Formula 1 - 125.000,00 EUR		175,00 EUR	16,19 EUR	191,19 EUR
Per claim and per insurance year:	125.000,00 EUR			
Investigation fees	125.000,00 EUR *			
Reputation rehabilitation fees	125.000,00 EUR *			
Penal expense	125.000,00 EUR *			
Costs of setting up a criminal bond	125.000,00 EUR *			
Formula 2 - 250.000,00 EUR		225,00 EUR	20,81 EUR	245,81 EUR
Per claim and per insurance year:	250.000,00 EUR			
Investigation fees	250.000,00 EUR *			
Reputation rehabilitation fees	250.000,00 EUR *			
Penal expense	250.000,00 EUR *			
Costs of setting up a criminal bond	250.000,00 EUR *			
Formula 3 - 500.000,00 EUR		290,00 EUR	26,83 EUR	316,83 EUR
Per claim and per insurance year:	500.000,00 EUR			
Investigation fees	500.000,00 EUR *			
Reputation rehabilitation fees	250.000,00 EUR *			
Penal expense	500.000,00 EUR *			
Costs of setting up a criminal bond	500.000,00 EUR *			

* These figures are included in the amount insured per claim and per insurance year

** taxes & fees : 9.25%

Formula to chose from:

Please select :

H Formula 1 - 125.000 EUR

H Formula 2 - 250.000 EUR

H Formuae 3 - 500.000 EUR

Non-indexed deductible(s):

Nil

Final provisions

General conditions governing the contract:

- N° 4353053 - 11/2017 - ASSURANCE DE LA RESPONSABILITÉ DES DIRIGEANTS D'ENTREPRISE (NON-PROFIT)

The general conditions and information documents on the insurance product (IPID sheets) of application are at your disposal:

- at your broker's office
- on the website: https://www.axa.be/ab/FR/legal/Pages/corporate_non_life
- or by simple request to your administration site

Fraud

Any fraud or attempted fraud, as defined in the general conditions/specific provisions, shall result in the application of the sanctions provided for in the applicable legislation and/or general conditions and may, where appropriate, be the subject of criminal proceedings.

Made in duplicate in Brussels, 5 November 2019

The policyholder



Director P&C corporate