

Insurance Protection Where A Known Sex Offender is Part of a Church.

All church leaders should be aware that the whilst we have Molestation / Sexual Abuse cover in place under the Public and Products Liability Protection Insurance with ACS for A2A churches, **it does not cover instances of abuse from known sex offenders.**

Amongst others things, the cover we have arranged provides protection for Molestation/Sexual Abuse for up to \$10,000,000 in aggregate during the period of cover, but an important exclusion arises where there is a known sex offender in a church and that person causes harm as a result of sexual abuse.

ACS have advised that:

Please be aware that your Public Liability protection contains a Known Offenders Exclusion which means that if this individual was to offend against a child within your church, then the protection specifically excludes cover in this instance. The terms of this are documented on your Public Liability Protection schedule. We have included them below for your information:

KNOWN OFFENDERS MOLESTATION/SEXUAL ABUSE EXCLUSION

This protection does not protect the legal liability to pay damages or compensation to any third party, or legal costs associated with any claim, in respect of an injury sustained by a third party in circumstances where;

- (a) that injury arises either directly or indirectly from sexual abuse: **and***
- (b) (b) the perpetrator of the sexual abuse was a representative, member, employee, or service provider of the member; **and***
- (c) the member knew or ought reasonably to have known that the perpetrator of the sexual abuse had previously;*
 - (i) committed sexual abuse; and/or*
 - (ii) been convicted of sexual abuse; and/or*
 - (iii) whilst being a representative, member, employee, or service provider of the member; been the subject of a prior complaint in respect of sexual abuse, which has not been appropriately investigated.*

ACS defines "sexual abuse" as including any assault or abuse of a sexual nature, any type of molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not. "Injury" includes any physical, mental or psychological injury

ACS does recommend putting in place a contract between the elders of a church and the person in question which would clearly outline the boundaries in which they can participate in church, and that there will be a high degree of monitoring and mentoring provided by senior eldership. An example of what such a contract can look like has been provided by ACS and is on the following pages. This can be tailored to meet your specific needs. Having a contract in place wont remove the insurance exclusion but it may help reduce the risk of liability if a claim does arise as it may show that reasonable steps had been taken to provide protection to children and vulnerable people and that any abuse that occurred was not as a result of negligence by the church.

This is an important issue that church leaders do need to be aware of and do need to carefully consider and manage.

We need to consider important issues that include:

- protecting people in particular children and the vulnerable, by ensuring our churches are safe places where people do not encounter the risk of abuse,
- stewarding the resources of the church and guarding against financial and other risk that may arise as a result of any claim,
- healing for survivors or sexual abuse.
- healing and restoration for an offender.

I do know that some churches will not allow those who have abused in the past to become part of their congregation, whilst others will take a different approach requiring a written agreement to be put in place with active supervision.

This is obviously a complex and messy area, where each church needs to carefully consider it's position and take appropriate steps.

Tim O'Neill,

6 April 2018.

SAMPLE KNOWN OFFENDERS AGREEMENT

Agreement by which XXXXXXXX may attend and participate in XXXXX (insert Church name) Church Activities

Between: XXXXXXXX ("the Attendee") and XXXXXXXX ("the Church")

Date:

A. The Church has been made aware of the Attendee's prior history of committing sexual offences against children.

B. The Church requires all people with a known sexual abuse history as perpetrators (irrespective of whether the person has been convicted of an offence), who wish to attend Church or Church related activities, to sign this Agreement with the Church and to keep its conditions.

C. The purpose of this Agreement is to protect children who are part of the Church from harm. All decisions made under this Agreement will be made giving preference to the best interests of the children.

D. In this agreement:

a) Child means a person under the age of 18 years;

b) Church Activity means any activity or ministry of the Church, irrespective of whether it involves a child or children. It also includes activities not held on Church premises, such as small groups, bible studies, camps or conferences.

c) The singular includes the plural and vice versa, and a gender includes other genders.

Undertakings by the Attendee

1. The Attendee agrees to have his name and appropriate details of his past history made known to all persons in the Church that the Senior Pastor deems appropriate (in his absolute discretion), including pastors, board members and key leaders in all children's, youth and other relevant ministries of the Church. The purpose of this communication is so that these key persons are aware of the reasons for why the Attendee must never have contact with children.

2. The Attendee must never be alone with a child on Church property or at any Church Activity, or any other function that is attended by other church attendees or members (including private parties).

3. The Attendee must not become involved in any Church Activity, except for public worship services, without the prior permission of the Senior Pastor. The purpose of this restriction is to ensure that the Attendee does not have any inadvertent contact with children. The Senior Pastor may impose such conditions as he considers necessary. A condition of permission may include:

a. a requirement that the leader of the Church Activity be made aware of the Attendee's past history and ensure that the Attendee does not have unsupervised contact with children;

b. an undertaking from the Attendee to leave the Church Activity if children arrive unexpectedly.

4. The Attendee must never become involved in any counselling ministry within the Church, without the prior consent and oversight of the Senior Pastor.

5. The Attendee must not have any contact (whether at the Church, at home or at any other place) with any other people known to have histories of child abuse. Contact includes contact through electronic means, such as internet or social media.

6. The Attendee must have regular meetings with a designated Church leader for accountability and pastoral care purposes. The frequency and duration of such meetings is at the election of the Senior Pastor.

7. If the Attendee considers he is being tempted in the area of sexual sin, he must immediately contact his designated Church leader or the Senior Pastor for assistance. The Attendee must always commit to immediate, open and frank acknowledgement of such difficulties so that referral to professional help can be arranged and steps taken to ensure the ongoing protection of children within the Church.

8. The Attendee must obey the direction of pastoral staff in all matters dealing with his personal conduct at Church, or at Church Activities, whether or not children are present.

9. The Attendee must:

a. never approach, initiate conversation with, or continue conversation with a child on Church property or at any Church Activities;

b. never accept invitations or offers to baby-sit, hold or care for a child, even for a brief period of time, and even if others are in the room; and

c. never allow any family from the Church who have children to visit him in the home, or to visit any Church family who have children in their home. If the other family insists, then before the visit the Attendee must contact the Senior Pastor, who will advise the family of the possible risk factors from the point of view of the Church's duty of care, so that the family makes an appropriate and informed decision.

10. The Attendee acknowledges that the Church may report any matter of concern regarding the Attendee's behaviour to the police or other relevant government agencies without the knowledge or consent of the Attendee.

11. If the Attendee breaches any part of this Agreement, the Church may (in its sole and unfettered discretion) exclude the Attendee from the Church premises or from attending any Church function. This is in addition to any other rights the Church may have in respect of the breach of the Agreement.

12. This Agreement continues to apply for the duration of the Attendee's involvement or attendance at the Church.

SIGNED as a Deed : _____

Signed sealed and delivered by _____ (Snr. Pastor) in the presence of:

Print full name of Witness

Signature of Witness

Date: ____ / ____ / ____

Child Protection Policy Agreement between (Church Name) and perpetrators of previous child abuse

Reviewed: (date)

..... church seeks to make our church a place where all people of all backgrounds who attend the church will come to healing and wholeness in Christ.

We believe provision of these guidelines will only help your recovery process as a person with a history as a perpetrator of past child abuse. It is intended that these guidelines provide a means to openness and make clear the expectations of the church which then helps build trust.

..... Church appreciates your understanding for the need for tight controls in this area and acknowledges that some people required to sign these guidelines will be further along the path to recovery than others.

Guidelines:

1. I am willing to have my name and relevant details communicated to all Pastors, Elders, my small group leader and key leaders in all children's, youth and any other relevant ministry, as nominated by the senior pastor / eldership. I also agree to have my name recorded, securely and confidentially, on the Church Database in accordance with the Child Protection Policy of this church.

I understand that this will only occur in the above mentioned circumstances, and that my name and history will be kept confidential. Leaders who are informed will be asked to have an appropriate respect for that confidentiality.

2. I agree never to be alone with a child in any church related setting, either in a formal or informal way. Additionally I agree to be with another adult if I am in isolated areas (eg. restrooms and corridors).
3. I agree not to become involved in any church activity or small group where children are present, other than a corporate or 'all church' gathering, without the prior permission of the Senior Pastor or his/her nominee. This includes but is not limited to camps and overnight stay events. If children arrive unexpectedly, then I agree to make immediate arrangements for my departure.
4. I agree not to become involved in the counselling ministry or to be involved in counselling others in any way, unless I have express permission from the Senior Pastor or his/her nominee.
5. I agree to regular meetings with a designated church leader for accountability and pastoral care purposes. ('Regular' in this context means at least quarterly.)
6. I understand that it is expected of me to seek pastoral or professional support as soon I become aware of any signs of weakness in regard to my history.
7. I commit myself to the authority of the Senior Pastor and leadership of Church and remain open to correction they may bring.

8. I agree to avoid any sort of relationships, beyond those which are obviously superficial in nature, with children attending Church.
9. I agree not to accept invitations to, or offer to, baby-sit, hold or care for a child or a baby, even if others are present.
10. I agree not to allow any family from the church with children to visit me in my home. If it is unavoidable, then before the visit I agree to contact the Senior Pastor or their nominee, who will appraise the family from the point of view of the church's duty of care.
11. I agree not to visit any church family with children in their home – whether or not others are present, except with the express permission of the Senior pastor or his/her nominee (eg. Such as point 3).
12. I understand that failure to comply with the above mentioned requirements will forfeit my right to attend Church or any of its activities.

FULL NAME: _____

ADDRESS: _____

SIGNATURE: _____ DATE: _____

WITNESS(1) FULL NAME: _____

SIGNATURE: _____ DATE: _____

WITNESS (2) FULL NAME: _____

SIGNATURE: _____ DATE: _____