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|  | **CANON XXXII**  **OF THE ANGLICAN INSURANCE BOARD** | *2004* |
|  | **PART ONE - General** |  |
|  | 1.1 There is hereby constituted a Board to be called The Anglican Insurance Board (hereinafter referred to as "The Board"), which operates in accordance with the provisions of this Canon. |  |
|  | 1.2 The Board is empowered to seek incorporation in accordance with the provisions of the Charitable Trusts Act 1957. The registered rules of the incorporated charitable trust must correspond as closely as may be with the provisions of this Canon (consistently with the legislative requirements for incorporation and recognition as a charitable trust for revenue purposes) |  |
|  | 1.3 In this Canon:  **“Associated person”** has, for the purposes of Part 7 of this Canon and the Schedule, the meaning given it by Clause 7.5 |  |
|  | **“The Church”** means Te Hāhi Mihinare ki Aotearoa ki Niu Tireni, ki Ngā Moutere o te Moana Nui a Kiwa / The Anglican Church in Aotearoa**,** New Zealand and Polynesia |  |
|  | "**Constituent bodies of the Church**" include Te Pīhopatanga o Aotearoa, the Dioceses in New Zealand, and the Diocese of Polynesia, and also their respective Ministry and Mission Units, together with all trusts and other bodies of or associated with the Church including for example bodies formed to run schools, provide rest homes and other social services, and bodies formed to manage or control investments for the Church and its constituent bodies, and all other trusts whose trustees are under the authority of the General Synod / te Hīnota Whānui. |  |
|  | "**Insurable Risk**" means the risk of any loss, damage or liability against which it is customary to insure, including the risk of damage to property, personal injuries, liability for acts or omissions, losses associated with travel, and losses associated with the maintenance or investment of funds. It includes the risk of events, losses or liabilities occurring or arising outside of New Zealand. |  |
|  | "**Insurance services**" means locating and advising upon available forms of insurance, and procuring or negotiating for insurance contracts with companies and organizations that are authorised to provide insurance acceptable to the Anglican Insurance Board. | *2024* |

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|  | "**Pooling of risk**" occurs where two or more constituent bodies of the Church agree that they will collectively bear an insurable risk of a particular class or description, in such proportions and within such limits as are settled in their agreement. |
|  | "**Risk Management**" includes analysing all forms of risk (whether insurable or not), advising on precautions to be taken to avoid risk, and what provisions should be made to deal with the occurrence of events which may cause damage, loss or civil or criminal liability. |
|  | **PART TWO - Objects of the Board** |
| 2. | The objects of the Board are |
|  | 2.1 To manage risks relating to the Church and its constituent bodies, and to determine from time to time the areas of risk in which it is appropriate for the Board to offer insurance services and to facilitate arrangements for the pooling of risk, having particular regard to the general duties imposed on Trustees by Clause 14 of Title F, Canon III. |
|  | 2.2 To provide insurance services to the constituent bodies of the Church in terms of Clause 14A of Title F Canon III, and to such other bodies or persons as the Trustees may think beneficial to the Church including marae, having regard to their connection with the Church or its aforesaid constituent bodies; |
|  | 2.3 To provide such advisory, ancillary and other services normally associated with insurance services, as the Board determines |
|  | 2.4 To enter into contracts with and amongst constituent bodies of the Church concerning their insurance and arrangements for pooling of risk, provided that no contractual obligations shall be binding on the Board or its members, except in so far as the Board has assets under its control available to meet them. |
|  | 2.5 Without limiting any of the foregoing provisions, to institute and facilitate co-operative insurance schemes for the Church and its constituent bodies, that is to say, schemes that involve combined purchasing of insurance arrangements and which manage insurable risks of a particular class or description, offering one or more of the following elements as parts of an integrated scheme: |
|  | 2.5.1 Self insurance by a constituent body, either wholly or up to a certain limit (hereinafter called the "excess") |
|  | 2.5.2 Pooling of risks amongst a number of constituent bodies, either in the same locality or in the same Tikanga, either wholly or up to a certain limit (hereinafter called "the local pool limit") |

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|  | 2.5.3 Pooling of risks amongst all constituent bodies insured in the scheme, either wholly or up to a certain limit (hereinafter called "the Board pooled limit") |
|  | 2.5.4 External insurance in accordance with arrangements made by or through the Board, either wholly or up to a certain limit (hereinafter called "the maximum insured limit"). |
|  | 2.6 The Board may require, as a condition of providing insurance services, that those insured must give a period of notice of their intention to move to another insurer. The Board cannot require the insured constituent body to give the Board a period of advance notice which will be longer than one year from the next anniversary of the insurance policy Failure by any insured constituent body to give such notice may result in loss of discount or increased charges during the current period of insurance. |
|  | 2.7 In attaining its purposes the Board must take into account the views and expectations of the Church, as expressed by the General Synod / te Hīnota Whānui and its Standing Committees. |
|  | 2.8 Nothing in this Clause requires the Board to make insurance arrangements in respect of property situated, or legal liabilities arising, outside of Aotearoa / New Zealand. |
|  | **PART THREE - Powers of the Board** |
| 3. | In achieving its objects the Board has the following powers, in addition to the powers conferred on trustees by the Anglican Church Trusts Act 1981, section 9, or the Trustee Act 1956 or the general law of New Zealand: |
|  | 3.1 to use the funds of the Board as the Board thinks necessary or proper in payment of the costs and expenses of the Board, including the employment of such professional advisers and staff as appears necessary or expedient; and |
|  | 3.2 to purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property or any rights or privileges which the Board thinks necessary or expedient for the purposes of attaining the objects of the trust, and to sell, exchange, bail, or lease, with or without option of purchase, or in any manner dispose of any such property, rights, or privileges as aforesaid; and |
|  | 3.3 to carry on the business of providing risk management and insurance services, and for that purpose to employ agents, officers and staff, and if desired to establish one or more limited liability companies under the Companies Act 1993, including such provisions in their constitutions as the Board determines; and |

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|  | 3.4 to invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as the Board thinks fit, provided that the Board and any company it forms will comply with any general rules or principles that may in future be enacted, resolved or agreed upon by the Church, concerning the ethical investment of Church property; and |
|  | 3.5 to borrow or raise money from time to time, with or without security, and upon such terms as to priority or otherwise as the Board thinks fit, provided that the Board shall have no power to pledge the credit of the Church or any of its constituent bodies as aforesaid, or to make available to creditors any assets other than those under the control of the Board; and |
|  | 3.6 to provide incentive schemes to those constituents of the Church and other persons who participate in insurances provided by the Board, on such terms as the Board determines; and |
|  | 3.7 to do all things as may from time to time be necessary or desirable to enable the Board to give effect to and attain the purposes of this Canon. |
|  | **PART FOUR - Board Pool Funds** |
| 4. | The Board has the further powers, as regards funds it sets aside to meet pooled losses. |
|  | 4.1 To establish and maintain one or more trust funds (hereinafter called "Board Pool Funds"), in respect of particular classes of co-operative insurance scheme, out of which the Board will meet pooled losses in terms of Clause 2.4.3. This fund shall not be available to meet losses within the applicable excess or local pooled limit, nor losses which are covered by external insurance or which are in excess of the maximum insured limit, except where the Board' exercises its powers under Clause 4.3. |
|  | 4.2 If there is an actual or anticipated shortfall in any Board Pool Fund, to levy participating constituent bodies for such amounts, and in such proportions, as may have been previously agreed by those bodies, for the purpose of replenishing the Forum Pool Fund. The proceeds of any levy must be paid directly into the appropriate Pool Fund. |
|  | 4.3 If the Board considers that there is a surplus in any Board Pool Fund and wishes to dispose of it, the Board will first seek and take into account the views of the Standing Committee of the General Synod / te Hīnota Whānui. It may thereafter make such distributions of surplus funds to the Church or its constituents as the Board determines from time to time. Such a distribution may be made on one or more of the following bases: |

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|  | 1. as a pro rata rebate to constituents, whether on the basis of premium contributions or some other basis; |
|  | 1. to assist a constituent body meet its insurance or risk management needs, or indemnify it against loss or liability (whether partially insured or not, notwithstanding the provisions of Clause 4.1); or for the benefit of the general purposes of the Church and / or other constituent bodies that have charitable status for taxation purposes. |
|  | **PART FIVE - Board Membership** |
|  | 5.1 The Board consists of seven members. Such persons should where possible be knowledgeable about risk management and insurance or have other specialised experience as may be determined from time to time as follows | *2012* |
|  | 5.1.1 One person, lay or ordained, appointed by the General Synod / te Hīnota Whānui at an ordinary session on the nomination of the representatives of the Diocese of Polynesia in accordance with such procedure as they shall decide. |
|  | 5.1.2 One person, lay or ordained, appointed by the General Synod / te Hīnota Whānui at an ordinary session on the nomination of the representatives of te Pīhopatanga o Aotearoa in accordance with such procedure as they shall decide. |
|  | 5.1.3 One person, lay or ordained, appointed by the General Synod / te Hīnota Whānui at an ordinary session on the nomination of the representatives of the diocese in New Zealand in accordance with such procedure as they shall decide. |
|  | 5.1.4 Three persons, lay or ordained, appointed by the Standing Committee of the General Synod / te Hīnota Whānui at its first meeting following an ordinary session of the General Synod / te Hīnota Whānui. The Board may recommend suitable persons to the Standing Committee for appointment. | *2012* |
|  | 5.1.5 One person, lay or ordained, with relevant industry skills, appointed by the General Synod / te Hīnota Whānui at an ordinary session on the nomination of the House of Bishops of the Church in accordance with such procedure as they shall decide. | *2012* |

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|  | | 5.2 Board members normally hold office until the end of the calendar year in which the second ordinary session of the General Synod / te Hīnota Whānui following their appointment is held. However, no less than one half of the members first appointed (as agreed amongst them or, failing that, by lot), will cease to hold office at the end of the calendar year in which the first ordinary session of the General Synod / te Hīnota Whānui following their appointment is held. Any retiring members may offer themselves for re-election. |  | |
|  | | 5.3.1 The office of a member of the Board becomes vacant if the member:   * dies, or * resigns from office by notice in writing to the Board, or * has been absent for more than three consecutive meetings without the authority of the Board. | *2006* | |
|  | | 5.3.2 All the provisions of Title F Canon VIII, concerning the qualifications of members of certain Committees and Trust Board, apply to members of the Board. | *2006* | |
|  | 5.4 Casual vacancies are filled by the Standing Committee of the General Synod / te Hīnota Whānui for the remainder of the former member's term. | | |
|  | 5.5 In the event of there being good and sufficient cause to do so, the General Synod / te Hīnota Whānui may by resolution remove the Board in its entirety. | | |
|  | 5.6 No action taken or purported to be taken by the Board shall be invalid by reason of any defect in the election or appointment of any person as a member of the Board. | | |
|  | 5.7 The Board is entitled to obtain and rely upon any advice received either directly or indirectly from any company, firm or person as is in the opinion of the Board qualified to advise the Board and which the Boardconsiders appropriate for the purposes of:   * properly providing risk management or insurance services, or * administering pooled risk schemes or * the exercise of any other of the Board's functions under this Canon. | | |
|  | 5.8 If a member of the Board is unable to be present for a particular meeting | | |
|  | 5.8.1 the member may appoint any person as an alternate to attend, speak and vote at that meeting. | | |

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|  | * + 1. in the case of members appointed under Clauses 5.1.1, 5.1.2, or 5.1.3 appointment must be made in consultation with the Senior Bishop / Te Pīhopa Aporei of the Tikanga by which the member is nominated. |
|  | * + 1. in the the member and where required the Senior Bishop / Te Pīhopa Aporei must bear in mind (along with other considerations) the need to provide appropriate expertise. |
|  | **PART SIX - The Board** |
|  | 6.1 All questions before the Board are decided by consensus. However, if at least three members are present and able to vote on a question at a meeting, that question may be put to the vote, and be determined by a majority. If the voting is tied, the motion is lost. |
|  | 6.2 The Board must keep written records of all decisions taken and true and fair accounts of all money received and expended. |
|  | 6.3 Any action taken by any duly authorised officer of the Board to giveeffect to any resolution of the Board or any duly appointed and authorised committee of the Board shall be as effective as an act of the Board. |
|  | 6.4 The Board must, as soon as practicable after the end of every financial year of the Board, cause the accounts of the Board for that financial year to be audited by an accountant appointed by the Board for that purpose. |
|  | 6.5 The Board presents its annual report, including its audited accounts, to the Standing Committee of the General Synod / Te Hīnota Whānui. Copies are sent to te Pīhopatanga o Aotearoa and each hui Amorangi, to each Diocese in New Zealand, and to the Diocese of Polynesia. The Board presents a summary and consolidated set of accounts to each ordinary session of the General Synod / te Hīnota Whānui, covering annual reports issued since the previous ordinary session. |
|  | * 1. The business of the Board is conducted in accordance with the Regulations set out in the Schedule to this Canon. The board may amend, add to or subtract from the Schedule from time to time, having given the Standing Committee of the General Synod / te Hīnota Whānui no less than six months' written notice of its intention to do so. No such amendment can be inconsistent with any provision of this Canon not contained in the Schedule. |
|  | **PART SEVEN - Board Members' Interests and Influence** |
|  | 7.1 Any income, benefit or advantage must be applied to the charitable purposes of this Canon. However, subject to the following provisions of this Part. |

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|  | 7.1.1 Any member of the Board is entitled to be reimbursed for all expenses reasonably incurred by that member in or about the execution of the trusts and powers of the Board. |
|  | 7.1.2 The members of the Board including any former members shall be absolutely indemnified by and out of property under the control of the Board for and in respect of any loss or liability which the members or former members may have sustained or incurred by reason of carrying out any function, duty or power of the members unless such loss or liability is attributable to that member's dishonesty or to the wilful commission by that member of an act known by the member to be a breach of trust, or attributable to the wilful omission by the member to carry out or assist in carrying out any function, duty or power of the Board. |
|  | (a) The indemnity referred to in the preceding subparagraph shall extend to include former Board Members, their estates, heirs, legal representatives or assigns in the event of death, bankruptcy, insolvency or incapacity. | |
|  | (b) The Board must arrange insurance so as to ensure that the Board and its members are appropriately protected for the losses in respect of which the indemnity is given, and against the costs involved in the payment of any indemnification given under 7.1.2. | |
|  | 7.2 Subject to the following provisions of this Part. | |
|  | 7.2.1 The Board can employ on a casual basis, or for a limited purpose only, agents, officers and staff, persons who are members of the Board and persons associated with members of the Board. No person in the regular employment of the Board, whether full-time or part time, shall be or continue to be a member of the Board. | |
|  | 7.2.2 If any of the members of the Board is engaged in a profession or business, that member may charge fees for work done by that member or the member's firm (whether or not the work is of a professional or business nature) on the same basis as if the member were not one of the members of the Board but had been employed to carry out the work on the Board's behalf. | |

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|  | 7.2.3 Except as provided in paragraph 7.2.1, each member of the Board can act as a member and still contract or otherwise deal with the Board in his or her personal capacity or in any other capacity as if he or she were not a member of the Board. This right to continue to act as a member applies even though a member's interests or duty in a particular matter may conflict with his or her duty to the Trust Board. |
|  | 7.3 No member of the Board or person associated with a member of the Board shall participate in, or materially influence, any decision made by the Board, or by any company constituted by the Board, in respect of the payment to or on behalf of that member or an associated person of any income, benefit or advantage whatsoever, except where that income, benefit or advantage is derived from professional services to the Board rendered in the course of business charged at no greater than current market rates; or interest on money lent at no greater rate than current market rates. |
|  | 7.4 Any such income paid shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value). The provisions and effect of Clause 7.3 shall be included in any documents required to incorporate the Board as a charitable trust in terms of Clause 1.2, and required to constitute a limited liability company in terms of Clause 3.3. Provision must also be made that the provisions or effect of the clause must not be removed from the relevant documents, and are to be included and implied in any replacement document. |
|  | 7.5 In this Part of the Canon, and in the Schedule  A person is an "**associated person**" of another if that person is a "**relative"** of another person, that is to say, is connected to the other person: |
|  | 1. by a blood relationship within the fourth degree of relationship; |
|  | 1. by being married to the other, or to a person within the fourth degree of blood relationship to the other |
|  | 1. by being in a de facto or same sex relationship with the other, or to a person within the fourth degree of blood relationship to the other |
|  | 1. by either one of them adopting the other |
|  | 1. by either one of them adopting any person who is within the third degree of relationship of the other; |
|  | 1. if any one of them is in guardianships with any person |
|  | 1. if any one of them is in a whangai relationship with any person |

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|  | *and further*, a company is an "**associated person**" of a Board member if that Board member or one or more relatives of that Board member together |
|  | (h) has or have a voting interest in that company equal to or exceeding 25%; or |
|  | (i) has or have an interest in the market value of the company (if it has a market value) equal or exceeding 25% |
|  | *and further*, a partnership is an "**associated person**" of a Board member if that Board member or a relative of that Board member is a partner of that person;  *and further*, a trustee of a trust is an "**associated person**" of a Board member if any beneficiary of the trust is, directly or indirectly |
|  | (j) a Board member or a relative of that Board member, or |
|  | 1. a company or partnership which is an associated person of that Board member. |
|  | **PART 8 - Regulations** |
| 8. | The Board can (in addition to its powers under Clause 6.6) promulgate, amend and repeal general regulations, not inconsistent with the provisions of this Canon, concerning the following matters: |
|  | 8.1 The classes of insurance it is currently prepared to provide or facilitate, and the geographical areas where the such classes of insurance are available. |
|  | 8.2 The classes of loss or liability for which it provides or facilitates co-operative insurance schemes in terms of Clause 2.4. |
|  | 8.3 The terms and conditions on which it is prepared to consider applications for insurance from bodies and persons who are not constituent bodies of the Anglican Church / te Hāhi Mihinare, including marae. |
|  | 8.4 Exemptions from the expectations set out in Clause 14A of Title F Canon III, for particular constituent bodies of the Anglican Church / te Hāhi Mihinare, and the classes of insurance scheme or schemes in respect which, for the time being, that exemption applies. |
|  | **PART NINE - Amendment of Rules -** |
|  | 9.1 The General Synod will continue to have the power to amend the Constitution of the Board by Canon, notwithstanding that the Board may be incorporated as a charitable trust in terms of Clause 1(2). It will be the responsibility of the Board to notify the appropriate registry of any amendment the General Synod / te Hīnota Whānui makes to this Canon. |

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|  | * 1. No amendment to this Canon can affect any vested rights that the constituent bodies of the Church may have to moneys or property at that time held in trust for them by or on behalf of the Board. |
|  | **PART TEN Winding up of Board** |
|  | 10.1 If on the winding up, failure or dissolution of the Board, there remains after payment of all of the Board's debts and liabilities, any property or assets whatsoever (including any uncommitted residue from Board pooled funds) the property or assets must be applied for the general purposes of the Church and / or other constituent bodies that have charitable status for taxation purposes. |
|  | 10.2 If the Board, having incorporated in accordance with the provisions of the Charitable Trusts Act 1957 (or other Act passed in substitution for the same) is put into liquidation or is dissolved by the Registrar for charitable trusts, the provisions of Subclause (1) apply subject to all the appropriate procedures provided for by that Act being followed. |
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|  | **SCHEDULE**  **Conduct of Business** |  |
|  | 1. **Chair.** The Board elects one of its members as Chair. The Chair, or in his or her absence, such other member of the Board as the Board Members elect, presides over its meetings. |  |
|  | 2. **Meetings.** The Board holds one Annual Meeting, and such other meetings as it considers necessary, to be held at such times and places as the board determines. A majority of members constitutes a quorum. Meetings may be held either in the physical presence of attending members, or else through other means of communication such as telephone, radio or electronic connections. |  |
|  | 3. **Officers and minutes.** The Board can appoint a secretary and such other officers is it considers appropriate. The Board shall ensure that minutes of all Board meetings are kept and are available for inspection by Board members at reasonable times. |  |
|  | 4. **Written resolutions.** A resolution assented to in writing by a majority of four Board members has the sameforce and effect as a resolution passed at a duly constituted meeting of the Board. |  |

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|  | 5. **Conflict of interest.** This rule of conduct applies where any matter is to be considered by the Board,   * which relates to any income, benefit or advantage whatsoever to be obtained by, or * which may affect the payment to or on behalf of,   a member of the Board or any person associated with that member. That member must immediately declare an interest to the other members of the Board and must take no part in debate on the matter or the decision upon it. The member is not counted as part of a quorum for the purposes of the Board's decision on that matter. |  |
|  | 6. **Written declaration.** A member of the Board who makes a declaration of interest under Clause 5 must immediately hand to the Board a written declaration to the same effect, which declaration must be kept with the minutes of the Board. |  |
|  | 7. **Seal.** The Board must ensure the safe custody of the seal, which is to be used only by authority of the Board or of a committee authorised by the Board in that behalf. Each impression of the seal must be accompanied by the signatures of at least two members of the Board and shall be sufficient evidence of the authority to use such seal. No person shall be interested to see or inquire as to the authority under which any document is sealed and in whose presence it is sealed. |  |
|  | 8. **Committees.** The Board may, from time to time, appoint any committee and may delegate, in writing, any of its powers and duties to any such committee, or to any person. The committee or person as the case may be, may without confirmation by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them. |  |
|  | 9. It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board." |  |
|  | 10. Every delegation is revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board itself during the currency of the delegation. |  |
|  | 11. It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board." |  |