

6. Our commitment to fairness in the claims process

Ecclesiastical is committed to acting fairly towards all parties who are affected by the claim. Ecclesiastical will apply an overriding principle of fairness to all aspects of the claims process.

7. Our commitment to transparency

Ecclesiastical will not insist or include a confidentiality requirement in a settlement agreement unless specifically requested by the claimant.

8. Our commitment to appointing joint medical experts where appropriate

Ecclesiastical recognises that requiring claimants to undergo multiple medical evaluations may cause further distress. Ecclesiastical will always consider the appropriateness of agreeing with the claimant and their advisers the instruction of a joint expert.

9. Our commitment regarding the use of limitation as a defence

Ecclesiastical acknowledges that, limitation should be pleaded as a defence to a claim sparingly in relation to physical and sexual abuse claims. Ecclesiastical has an internal escalation procedure, which requires the pleading of a limitation defence to be considered and approved only at a senior level before it is pleaded in any individual case. The Limitation Act 1980, in England and Wales, with similar provisions in Northern Ireland, states that a personal injury claim must be pursued within three years of the claimant being aware they have been injured. The courts do have the power to extend the limitation period in accordance with Section 33 of the Limitation Act and frequently do so.

In Scotland, the introduction of the Limitation (Childhood Abuse) (Scotland) Act 2017, which came into effect on 4 October 2017, retrospectively abolishes the three-year time limit for personal injury claims resulting from childhood abuse.

10. Our commitment regarding the use of consent as a defence

Ecclesiastical recognises that a claimant who was under 16 when the abuse took place should not be deemed to have consented to such abuse and, this will never be raised as a possible defence.

Currently, there is no set age of consent in civil claims. Ecclesiastical will be mindful of the power imbalance that is often presented in such cases even where the claimant was over the age of 16 at the date of the abuse.

**Applicability and scope**

Ecclesiastical will apply the principles set out in this document to all civil claims against an insured policyholder where the civil action includes allegations that sexual or physical abuse has taken place. Sexual abuse includes any action by a perpetrator that sexualises the claimant. Such actions could be a onetime incident but in many cases may constitute multiple events of abuse.

The applicable law and legal system for redress differs across the UK. These guiding principles will be applied to all UK jurisdictions, subject to the law governing a claim.

These guiding principles will apply where Ecclesiastical is the only defendant insurer concerned. This document cannot comment on the policy position or principles of claims handling adopted by other insurance companies or defendants.

Additionally, each case will need to be considered on an individual basis with a view to ensuring fairness for all parties and that the appropriate insurance and contractual provisions are applied at the relevant time.

Ecclesiastical expects all third party organisations engaged by Ecclesiastical in connection with such claims to adhere to the principles set out in this document.