

# Education Insurance Ireland

SUMMARY OF COVER

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# Education insurance summary of cover

## Introduction

Our Education insurance policy has been designed to meet the demands and needs of those wishing to insure the risks associated with the running of a registered educational establishment.

This document provides only a summary of the main benefits of the Education insurance policy. An outline of the policy's significant features and benefits are set out below together with any significant exclusions, limitations and obligations you may have. **For full details of all policy benefits and terms you should read the policy document and your schedule.** A policy document is available by contacting us or your broker.

The policy is divided into a number of sections but not all the sections may be operative as part of your insurance.

**Please refer to your quotation or renewal documentation for confirmation of the sections of cover selected.**

## Things for you to think about

Please note this summary relates to our standard policy cover, if you feel you have specific needs or requirements outside of this we would be happy to consider your request. Please contact us or your broker.

# Important information

## This policy is underwritten by

Ecclesiastical Insurance Office plc. The legal expenses section is arranged through ARAG Legal Protection Limited (ARAG).

## Duration of your policy

Generally 12 months from the start date shown on your policy schedule.

## Renewal of your policy

We will send you notice that your policy is approaching renewal before it is due. Your requirements may change over time, therefore please contact us or your broker if you wish to discuss your needs or any additional insurance requirements.

## How do you pay

You can either pay for your policy in full or by instalments. If you pay by instalments you must make regular payments as detailed in your credit agreement.

## Where are you covered

- Your organisation is located in the Republic of Ireland.
- Your contents whilst in your premises and in certain circumstances anywhere in the Republic of Ireland, Northern Ireland, England, Scotland, Wales, the Channel Islands and the Isle of Man.
- Liability – for claims arising from your organisation and activities conducted from your premises and elsewhere in the Republic of Ireland, Northern Ireland, England, Scotland, Wales, the Channel Islands and the Isle of Man.

## Excess

Most cover sections will carry an 'excess' being the first amount of any claim or event, that you are responsible for. The excess applicable will be shown in your schedule.

You may be able to obtain a premium discount if you choose to increase your excess. Please contact us or your broker to discuss any changes.

## Limits

Your cover is subject to an overall limit of indemnity, as well as various limits and sub-limits of indemnity which form part of and are not in addition to the overall limit of indemnity unless stated otherwise. **Please refer to your policy schedule and policy wording for confirmation of the applicable limits.**

## Cancellation rights

You have a right to cancel the policy within 14 working days of receiving your policy documents. This is shown in your policy under the heading "Cancellation" in the General Conditions. This General Condition also explains your right to cancel outside of the cooling off period and our right to cancel your policy under certain circumstances.

# General and Security conditions

The following conditions apply to the policy (please refer to the individual sections of cover regarding significant or unusual exclusions/limitations that apply to each section):

- You must advise as soon as is reasonably possible of any alteration of risk which increases the risk of damage, accident or liability including structural alterations or repairs above €150,000 at the premises and any material change in the use of the premises.
- For damage at or to the premises caused by theft or attempted theft it is a condition that all locks, bolts and other protective devices fitted to the premises must be put into full use whenever the premises are not attended by you or an authorised person. If the premises are partially used for residential purposes, the business portion must be secured as outlined outside of normal working hours, and the residential portion when unattended by you or an authorised person.
- Where any premises is protected by an automatic fire alarm installation, you will maintain the installation in full and efficient working order at all times, including a maintenance and testing arrangement with approved engineers, advise of changes to the installation and notify us of any disconnection, failure or reduced level of response.
- Where any premises is protected by an intruder alarm system you will ensure it is installed in accordance with the specification and advise us of any proposed changes, maintain the system in full and efficient working order at all times and service under a maintenance contract including appropriate testing, and immediately advise us of any notice from the Gardaí or a security organisation that signals may be or will be disregarded.
- When an incident occurs you must tell us as soon as you become aware. You must also not make or allow to be made on your behalf any admission, offer, promise, payment or indemnity without our written consent.

**Please refer to the General conditions and Claims conditions sections of the policy for full details of these conditions and other policy conditions that apply.**

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## General exclusions

The following General exclusions apply to the policy (please refer to the individual sections of cover regarding significant or unusual exclusions/limitations that apply to each section).

- Infectious and communicable diseases.
- Date related performance and functionality.
- Cyber-related incidents.
- Nuclear, radioactive and chemical events.
- War risks.
- Acts of terrorism.

**Please refer to General exclusions within the policy document and your schedule for full details.**

# Property damage

## What is covered

This section provides 'All Risks' cover for buildings with the option to insure for subsidence. You can also add cover for items such as contents, boats (<9m in length or manually propelled) and personal belongings.

'All risks' means damage to insured items by any cause not specifically excluded from this section.

## How much you will be insured for

The buildings and any other items insured, such as contents, will be covered up to the sums insured provided by you. You may choose the 'Day One' method of inflation protection for your buildings, which provides you with a specified percentage uplift of the sums insured. This is especially relevant if your buildings may take an extended period of time to re-build because of planning or other issues.

## How we settle claims

Unless we have agreed otherwise and where the sum insured allows, we will settle claims as follows:

For damage to the building we will rebuild, repair or reinstate the property damaged to a condition equivalent or substantially the same as its condition when new.

For claims in respect of contents (excluding stock and personal belongings) we will pay for repairs if these can be carried out economically otherwise we will pay for replacement as new in most circumstances.

For claims in respect of personal belongings and stock we will pay for the replacement cost less an allowance for wear and tear.

## Key extensions

This section is extended to include (for the standard limit specified or otherwise the Property damage sum insured):

- Deterioration of refrigerated stock following the failure of the unit, electricity or gas supply - €7,500 for contents of any unit and €25,000 in any one period of insurance.
- All risks cover for contents and personal belongings whilst on an organised educational trip anywhere in the world - €7,500 any one item and €30,000 for any one claim.
- Temporary accommodation for you and your staff (including family members who permanently resides at the property) in respect of any private dwelling house at the premises that is made uninhabitable following damage covered by the policy – 20% of the buildings sum insured in any one period of insurance.
- Contract works extension to provide you with cover for your insurance obligations - €250,000 any one project for the new works and site materials.
- The on-site costs of any archaeological exercise required to obtain information which would otherwise be lost, or in danger of being lost as a result of damage to the buildings by any cause not excluded by the policy - €375,000 any one claim.

## What is not covered

**Please refer to Section 1 Property damage within the policy document for full details.**

- Wear and tear or any gradually operating causes.
- In respect of our buildings definition, the following are excluded: bridges, dams, land piers, jetties, culverts, excavations and marquees.

## Are there any limitations

Please refer to Section 1 Property damage and General definitions within the policy document for full details.

- If a building becomes unoccupied for a period exceeding 60 consecutive days (other than in connection with the usual education holiday calendar) cover caused by malicious persons, theft, escape of oil or escape of water will be excluded. We may, at our option, amend these terms and conditions and/or charge an additional premium.
- The following limits apply:

External items and fixtures, such as but not limited to signs, garden ornaments, statues and bridges etc	€25,000 in any one period of insurance
Grounds person's equipment	€30,000 in any one period of insurance
Computer systems records	5% of the contents sum insured any one claim
Prints, rare books and art	€7,500 any one item
Jewellery, precious metals or stones and furs	€1,500 any one item
Personal belongings whilst at the insured premises of:	Limits are per person:
- directors, trustees, officials, partners and employees	€3,000 (€1,000 in respect of pedal cycles)
- visitors	€750
- students	€750
Personal money of directors, trustees, officials, partners, employees, visitors and students, whilst at the insured premises	€150 per person
Moveable property in the open, fences and gates (excluding boats) following damage caused by storm or flood	€10,000 any one period of insurance
Wind turbines less than 10kW generating capacity, solar panels less than 50kW generating capacity, photovoltaic panels less than 50kW generating capacity	€25,000 in any one period of insurance

## What are your obligations

You must tell us as soon as reasonably possible if:

- The use of the building ceases and the building becomes vacant for a period exceeding 60 consecutive days, other than in connection with the usual education holiday calendar.
- There is a change to your activities, as it may impact the cover within the policy.
- You are planning building work where the contract value is in excess of €150,000 or if the works involve the use of external scaffolding.

### Things for you to think about

If any of the following apply please contact us or your broker:

- Should you have concerns that your sums insured are insufficient to meet your needs.
- If you have requirements outside of the standard policy cover or the standard basis of settlement.
- If you require any optional covers, e.g. subsidence or fine art.

# Fine art and collections

## What is covered

You may own items where claims settlement based on a replacement with a modern equivalent would not reflect their antique or artistic value. This section provides cover for loss or damage to these special items on either an agreed value or market value basis and any resultant depreciation.

## Key extensions

The cover provided by this section is extended to include (for the limit specified or otherwise the sum insured):

- The cost of defence or payment of damages if an item covered has defective title. If you have to relinquish possession of the item we will pay the amount you paid for it – €600,000 (including legal costs) for all claims in any one period of insurance.
- The cost of repair and any reduction in value if an item is damaged by a professional restorer. We will only pay the cost in excess of the amount payable by the professionals own insurances up to the value of the item, subject to a limit of €1,000,000 for all claims in any one period of insurance.
- Cover is provided for items whilst temporarily removed from your premises shown in your policy schedule and in transit – €6,000,000 or the sum insured (whichever is lower) in respect of art and €22,500 in any one period of insurance in respect of jewellery, watches or furs.

## What is not covered

**Please refer to Section 2 Fine art and collections and General definitions within the policy document for full details.**

- Dishonesty of any of your directors, trustees, employees or volunteers.
- Property not adequately packed during transit.
- Items in the open unless we agree otherwise.
- Damage whilst the items are in any building which is unoccupied.
- Natural ageing, gradual deterioration, rust or humidity exposure.

## What are your obligations

- When items are transported you must ensure that the property is securely and adequately packed during transit.
- In respect of any art that is on loan the value should be agreed between you and the owner before the loan is accepted.



# Equipment breakdown

**This section is automatically included when property damage cover is in force.**

## What is covered

The repair or replacement of equipment, which suffers mechanical or electrical breakdown. Examples include organs, lifts, heating, air conditioning, theatre safety curtains, office equipment, computer equipment and audio visual equipment.

## How much will you be insured for

The total amount we will pay shall not exceed €7,500,000 in any one period of insurance. Within this amount the following limits apply:

- €650,000 for any one accident to computer equipment at the premises.
- €6,500 for any one accident to portable computer equipment anywhere in the world.

All accidents that are a result of the same event will be considered as one accident.

## Key extensions

The cover provided by this section is extended to cover (for the limit specified or otherwise the maximum limit of indemnity):

- Costs to reinstate data that is lost or damaged following an accident to the computer equipment or costs to avoid interruption of your computer operation - €75,000 any one accident.
- Hire charges incurred for a substitute item during the period of repair for the insured equipment - €13,000 any one accident.
- We will pay for costs following an accident to the equipment insured that results in the business being interrupted or interfered with, subject to the business interruption section of the policy being insured. Our limit shall not exceed the sum insured in any one claim and €130,000 in any one period of insurance.
- Damage to the property at the premises following an explosion or collapse of the insured equipment which operates under steam pressure – €2,000,000 any one accident.
- Costs relating to repair, investigations and tests by engineers for damages to covered equipment following an accident - €32,500 any one accident.

## What is not covered

**Please refer to Section 3 Equipment breakdown within the policy document for full details.**

- Any equipment manufactured by you for sale.
- Any loss or damage caused by a cyber related incident.
- Gradual deterioration or wear and tear.
- Damage which is covered under a maintenance agreement, warranty or guarantee.
- Biomass and Biogas installations, or hydroelectric installations
- Any electricity generating equipment other than emergency back-up power or wind turbines less than 10kW or photovoltaic equipment less than 50kW.
- Any electronic equipment used for research, treatment or other medical or scientific purposes where the replacement value is in excess of €45,000.
- Self-propelled plant and equipment.

## **What are your obligations**

- To maintain a minimum of 2 generations\* of verified back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain these records.

*\* Generations - This term is used to describe a system of data backup. You are required to make a full copy of every file on the computer or network. Two copies are required every 48 hours. The first copy is made and stored, and then the second copy is made and stored separately. During the next 48 hours, the next copy to be made and stored will replace/overwrite the oldest copy. This process continues, always overwriting the oldest copy. Two backups are always stored before the oldest is overwritten.*

# Business interruption

## What is covered

This section can provide cover for loss of revenue including additional costs incurred to reduce the loss of revenue of your organisation following damage insured under the Property damage section.

Alternatively, (or in addition to loss of revenue) cover can be provided for increased costs you incur to continue with your activities, such as hiring alternative premises. Other basis of settlement can be provided, such as loss of rent or gross profit to suit you. Please speak to us or your broker for more details.

Cover is provided for a specified period known as the indemnity period – this is the length of time, starting with the date the loss occurred over which we will pay for this cover (up to the sum insured) as a result of loss or damage to your property.

## How much will you be insured for

The organisation will be covered up to the sums insured provided by you.

## Key extensions

The cover provided by this section is extended to cover loss (for the limit specified or otherwise the sum insured) resulting from the interruption of your activities due to:

Access to your premises being prevented following damage to neighbouring property	The sum insured
Accidental failure of the supply to your premises in respect of electricity, gas, water or telecommunications	€50,000 any one incident
Prevention of access over 4 hours due to an emergency endangering human life	€25,000 any one period of insurance maximum three month indemnity
Damage at premises, other than your own, where you are holding or participating in an event	€15,000 any one incident
Teacher Suspension Costs – wages paid to temporary employees hired solely to replace members of staff who have been suspended during an abuse investigation	€10,000 any one period of insurance
Archaeological Digs - The additional amount of loss following increased interference or interruption due to an archaeological exercise which follows discoveries made, due to the occurrence of the damage.	10% of the sum insured, maximum €750,000

## What is not covered

Please refer to Section 4 Business interruption within the policy document for full details.

- Loss following damage where property damage covering your interest in the property at the premises is not in force.

## What are your obligations

- Where you choose to insure on a declaration basis you must supply us at each renewal with the estimated gross profit, estimated revenue or estimated rent receivable for the financial year.

### Things for you to think about

If any of the following apply, please contact us or your broker to review:

- You have concerns that your sums insured are insufficient to meet your needs.
- You need guidance in calculating the length of time (indemnity period) to get your activities back to normal – this is critical to ensure the cover meets your needs.
- You have requirements outside of the standard policy extensions.

# Money with assault extension

## What is covered

This section provides cover for loss of money and has the optional cover for assault as a result of an actual or attempted robbery or hold-up.

Below are the standard limits for loss of money in respect of any one loss. Please contact us or your broker if the standard limits are inadequate.

Non-negotiable money such as crossed cheques	€500,000
Money on the premises during business hours or in transit	€13,500
Loss of money from a locked specified safe in your building	Limit will depend on the make and model of the safe
Loss of money whilst in the home of any employee or authorised responsible person	€1,000
Any other loss	€1,000

## Optional cover:

- Assault benefit payable if an employee, sustains bodily injury following a robbery, hold-up or attempted robbery during their employment – various benefit levels available.

## Key extensions

The cover provided by this section is extended to include:

- Loss following the dishonesty of a director, trustee or employee - €3,000 per person and €7,500 in any one period of insurance.
- Loss following the fraudulent use of a business credit or debit card (excluding use by your directors, trustees or partners) – €1,500 per card in any one period of insurance.
- Higher limits for periods before or after a fundraising event or the date for collection of fees.
- Where assault is covered, we will pay additional medical expenses and hospitalisation or in-patient treatment following injury to employees - €10,000 – medical expenses; €30 a day up to €300 if hospitalised or for in-patient treatment.

## What is not covered

Please refer to Section 5 Money with assault extension within the policy document for full details.

- Any person under the age of 16 years or above the age of 80 years in respect of the optional assault cover.
- Money whilst in the custody or control of a professional carrier.
- Clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques or the use of counterfeit money.
- Loss from unattended vehicles.

### **What are your obligations**

- All safe/strongroom keys and combination codes must be kept in immediate personal control of an authorised responsible person.
- Money in transit of €4,000 or above requires multi person escorts or professional security firm's dependant on the value involved.

### **Things for you to think about**

If any of the following apply, please contact us or you broker to review:

- If the limits are insufficient to meet your needs.
- You are unsure if the type of safe you have is suitable for the value that it will store.

# Personal accident

## What is covered

This section provides compensation to the insured in the event of accidental injury causing temporary or permanent disablement or death either:

Cover A - occurring at any time; or

Cover B - arising out of and in the course of their employment in respect of employees or school activities in respect of pupils insured.

The benefits as stated in the schedule are only payable in the event of disablement or death to an insured person within defined groups of individuals, such as your employees, volunteers or pupils. Please note that permanent partial disablement is an optional cover and not covered as standard.

## How much will you be insured for

A range of benefits are available. The maximum amount we will pay in respect of all benefits under the policy for all insured persons involved in the same accident shall not exceed €3,000,000.

## Key extensions

The cover provided by this section is extended to include:

- Additional medical expenses for an accepted claim of an insured person – up to €10,000 per person. An additional payment will be made for an accepted claim if the injured insured person is admitted for in-patient treatment – €30 a day up to €300.
- Damage to clothing and personal belongings caused by the insured injury – up to €750 per person.

## What is not covered

**Please refer to Section 6 Personal accident within the policy document for full details.**

- Any person under the age of 4 years or above the age of 80 years.
- Suicide or deliberate self-injury, intoxication, sexually transmitted infections, insanity, pregnancy, childbirth or the influence of drugs.
- Pre-existing health issues.
- Wilful exposure to needless peril (except in attempt to save human life)
- Taking part in practicing or training for certain hazardous sports or activities e.g. mountaineering, winter sports (other than curling or ice-skating), flying (except as a fare-paying passenger) hang-gliding or parachuting etc.
- Employees and volunteers are not covered whilst travelling, in connection with the business, to a destination to which the Department of Foreign Affairs and Trade have advised against all or all but essential travel before the trip.

## Things for you to think about

- Making sure that your limits are sufficient to meet your needs, if you would like to change your limits please contact us or your broker.
- Please ask us or your broker if you are in any doubt about an activity and we will be able to advise if the personal accident cover will be operative.

# Liabilities

## Employers' Liability

### What is covered

Employers Liability cover provides an indemnity to you for your legal liability to pay damages to your employees and volunteers following injury in the workplace during the period of insurance, as described in your policy schedule.

The standard limit is €13,000,000 including costs and expenses, any one event.

### What is not covered

Please refer to **Section 7 Liabilities within the policy document for full details.**

- Injury arising from or caused by a motor vehicle in circumstances where compulsory insurance is required by any road traffic legislation.

## Public and products liability

### What is covered

Public and products liability cover provides an indemnity to you for your legal liability to pay damages to third parties (not employees) for injury or damage to their property which occurs during the period of insurance and in connection with your business, as described in your policy schedule.

The standard policy limit is €6,500,000, higher limits are available. Other than for claims brought in the legal jurisdiction of the United States of America or Canada we will pay costs and expenses in addition to this limit.

For claims arising from your activities the standard limit applies to any one event. For products you supply, or for claims arising from pollution or contamination, the standard limit applies to any one period of insurance.

### Key extensions

The cover provided by this section is extended to cover (for the limit specified or otherwise the limit of indemnity):

- Legal liability arising from the use by your employee of a motor vehicle that does not belong to you, on your organisation's business if cover is not provided elsewhere.
- Defence costs and prosecution costs awarded against you resulting from any breach or alleged breach of the data protection legislation, arising out of the conduct of your business - €100,000 any one claim and in any one period of insurance.
- Personal legal liability of trustees, resident staff, resident students and the families of such persons arising from activities not connected to your organisation's business - €6,500,000 any one event or the limit stated in the schedule (whichever is less).
- Overseas personal legal liability of trustees, employed persons and resident students arising from activities not connected to your organisation's business whilst temporarily abroad in connection with your organisation, including liability incurred by accompanying family members – €6,500,000 any one event or the limit stated in the schedule (whichever is less).
- Reimbursement of additional motor costs following an accident involving the use of a private car by a director, trustee, officer, committee member or employee whilst being used for your business –
  - (a) no claims bonus or discount that they have fortified - €3,500 any one loss;
  - (b) premium loading imposed - €3,500 any one loss;
  - (c) policy excess - €1,000 any one loss;
  - (d) medical expenses - €5,000 any one loss.



## Optional extensions

The following extension is optional – contact us or your broker for more information.

### Legionellosis liability extension

- We will pay damages and legal costs in respect of accidental bodily injury caused by Legionellosis arising out of your business - €1,000,000 in any one period of insurance.

## What is not covered

Please refer to Section 7 Liabilities within the policy document for full details.

- Error or omission from professional services other than the provision of nursing care treatment and the supply of medicines or drugs prescribed by a nurse or matron.
- Any craft designed to travel through water air or space except for non- mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast.
- Any liability arising from advice, design or specification whether given for a fee or for which a fee would normally be charged.
- Any liability connected with asbestos or any materials containing asbestos.

## Liabilities Section

### Key extensions

- The compensation rate per day for the following persons if we request them to attend court as a witness in connection with a claim under this section:
  - directors, trustees or partners - €750
  - employees - €375

### What are your obligations

Most educational establishments undertake a diverse range of activities and fundraising events which this policy will provide cover for.

However, you must tell us if you are planning any of the following, as it may impact the cover within the policy:

- Large events where attendance is likely to exceed 1,000 people.
- Hazardous or unusual events or activities including firework displays and the use of bouncy castle or other inflatables.
- Work or visits overseas (other than occasional low-risk trips such as conferences and school trips).
- Any change to your usual business activities that you have declared to us.

### Things for you to think about

If any of the following apply, please contact us or your broker to review:

- If the limits of indemnity are insufficient to meet your needs.

# Reputational risks

## What is covered

Damage to the organisation's reputation including:

- Libel and slander – covers losses which arise from claims made against you where you or someone on behalf of the organisation has published a statement or made an utterance of a libel or slander.
- Costs to manage a public relations crisis after an event insured under the Liabilities, Professional indemnity or Trustees' and management liability sections.
- Interruption or interference of the business following death of your patron before the age of 70 years or immortal act of your organisation's patron during the period of insurance.
- One eightieth of the net term's fees for each uncompleted day of the academic term(s) following the accidental death of two or more students from a single violent external and visible injury which results in death during the period of insurance.

## How much will you be insured for

- Libel and slander - €1,300,000 in any one period of insurance.
- PR Crisis communications - €30,000 any one claim and in any one period of insurance.
- Death of your patron - €30,000 in any one period of insurance.
- Death of students - €100,000 in any one period of insurance.

## What is not covered

**Please refer to Section 8 Reputational risks within the policy document for full details.**

- Adverse publicity resulting from intentional or malicious act by a trustee, director or partner.
- Criminal or intentional libel, slander or infringement.
- Fine, penalties or multiplied damages.
- Recall of any goods or products manufactured, sold, supplied or installed by you.

## What are your obligations

- You must take all reasonable measures to avoid or mitigate adverse publicity.

# Hirers' liability

## What is covered

Hirers' liability covers third parties who hire out your premises. Should an event occur which leads to paying damages to a member of the public for injury or damage to property, hirers' liability will cover the third party's legal liability.

## How much will you be insured for

The organisation will be covered up to a limit chosen by you, a range of limits are available and will include legal costs. The limit applies to any one event or all events happening during the period of insurance caused by products.

## What is not covered

**Please refer to Section 9 Hirers' liability within the policy document for full details.**

- Liability arising from food or drink supplied by a professional caterer.
- Liability arising out of the use of bouncy castles or other inflatables, fly walls, bungee equipment or any other similar activity equipment.
- Liability arising from bonfires and fireworks.
- Liability arising from organised sports activities.
- Liability arising out of the use of the premises for any political or lobbying groups/meetings or business activities by commercial organisations.

## What are your obligations

- You must ensure that where your premises are used for activities (other than private functions) involving children or vulnerable adults, the hirer has a protection (safeguarding) policy in force and written confirmation of this is obtained before entering into a contract.

# Professional indemnity

## What is covered

Damages and legal defence costs made against you arising out of your legal liability in connection with the conduct of your business by you or your employee due to:

- a. A wrongful act
- b. A dishonest or fraudulent act
- c. Unintentional libel and slander
- d. Unintentional breaches of confidentiality
- e. Unintentional infringement of copyright design, registered design, trademark or patent (up to €250,000 any one period of insurance)
- f. Any other civil liability not specifically excluded

It also covers the costs in restoring or replacing any documents destroyed, damaged, mislaid or lost as part of an unintentional wrongful act (up to €250,000 any one period of insurance).

## How much will you be insured for

A range of limits of indemnity are available.

Cover is arranged on a 'claims made' basis which means it covers claims made against you and notified to us during the period of insurance.

## Key extensions

The cover provided by this section is extended to include:

- Compensation for court attendance if we request the following categories of people to attend court as a witness in connection with a claim - €750 per day for any trustee, principal, partner, director or member; €350 per day for any employee.
- Representation costs at properly constituted hearing tribunals or proceedings - €25,000 in any one period of insurance.

## What is not covered

**Please refer to Section 10 Professional indemnity within the policy document for full details.**

- The consequence of any circumstances known to you at the commencement of this cover which may give rise to a claim.
- Bodily injury, sickness, disease, emotional distress, mental anguish, mental stress or death of any person unless caused by a wrongful act.
- Bodily injury, sickness, disease, emotional distress, mental anguish, mental stress or death of any person receiving medical advice, diagnosis or treatment.
- Any claim or circumstance connected with a dishonest or fraudulent act or omission of any former or present partner, principal, director, member, consultant or sub-contractor of yours.

## What are your obligations

- You must notify us as soon as practicable, during the period of insurance of any claim or circumstance which may result in a claim.

# Trustees' and management liability

## What is covered

**Cover 1 - Trustees' liability** – legal liability for damages, costs and expenses following a wrongful act of the following persons:

- (a) Trustees, directors, officers, members of the management committee of the insured, members of the Board of management or governors when carrying out their duty within their role.

Cover will also include their legal costs and expenses incurred following an official investigation.

**Cover 2 – Trustees' and management liability** – legal liability of the organisation or related body for damages, costs and expenses following a wrongful act of the following persons for loss or environmental defence costs:

- (a) Trustees, directors, shadow directors, officers or members of the management committee of the organisation, members of the Board of management, governors of the related body or employees when carrying out their duty within their role.

Cover will also include the legal costs and expenses of the organisation or related body incurred following an official investigation.

**Loss of documents** – this provides cover for loss following damage to a document and the cost of restoring or replacing the document.

## How much will you be insured for

Cover 1 - Trustees' liability cover – €125,000 any one period of insurance provided as standard (if the Liabilities section is operative). The following inner limit applies:

Loss of documents - €50,000 any one period of insurance.

Cover 2 – Trustees' and management liability - a range of limits of indemnity are available but the following inner limits apply:

Environmental costs - €250,000 – any one period of insurance.

Loss of documents - €150,000 any one period of insurance.

Cover is arranged on a 'claims made' basis which means it covers claims made against you and notified to us during the period of insurance.

## Key extensions (applicable to Cover 2 – Trustees' and management liability only):

- Continuation of cover for 72 months from the date the cover is cancelled in respect of any retired governor, trustee or employee.

## What is not covered

Please refer to Section 11 Trustees' and management liability within the policy document for full details.

- Claims or circumstances which may give rise to a claim known to you at the start of the cover.
- Administration of any pension or retirement fund or scheme.
- Employment disputes.
- Intentional provision of action to be malicious or provide improper financial gain for anyone.
- Fines, penalties, liquidated damages, compensation awarded by a court of criminal jurisdiction or multiplied aggravated exemplary or punitive damages (other than for libel and slander).

## What are your obligations

- Notify us of any claims or situation you become aware of as soon as possible and always within one month of you becoming aware of it.
- You must submit annual reports and accounts to the appropriate regulatory authority within the prescribed timescales.

# Legal Expenses

*Note: to ensure an expert service the cover under this section has been arranged through ARAG Legal Protection Limited (ARAG). We are responsible for paying any claims under this section but ARAG manage all claim matters and correspondence on our behalf. Claims are usually handled by an appointed representative appointed by ARAG. Claims outside of the Republic of Ireland may be dealt with by ARAG Offices elsewhere in Europe.*

## What is covered

Legal expenses cover for a range of legal issues that may arise, up to a limit you choose of either €250,000 or €500,000 for legal costs and expenses including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards (the compensation award is further limited to €1,500,000 limit in total for all such awards in any one period of insurance).

Cover is provided for the following:

- Employment practices legal protection and employment financial compensation awards
- Legal defence
- Property protection and Personal injury
- Tax protection

In civil cases, cover is subject to a "reasonable prospects of success" clause. Reasonable prospects is a 51% or greater chance of success, as assessed by a law firm or tax expert chosen by ARAG. The standard cover does not apply this clause to employment practices legal protection and employment financial compensation awards, and it also does not apply to legal defence.

## Are there any limitations

**Please refer to Section 13 Legal expenses within the policy document for full details.**

The following limits of indemnity apply:

- Judicial review cover (included under the employment practices legal protection and employment financial compensation awards cover) - €65,000 any one event.
- Pupil exclusion appeals cover (included under the legal defence cover) - €65,000 any one event.

## What is not covered

**Please refer to Section 13 Legal expenses within the policy document for full details.**

- Any claims where you are bankrupt or become bankrupt at the start or during a claim are excluded.
- The appointment of your own legal representative without prior agreement from ARAG. In certain circumstances (with ARAG's prior agreement) you may be free to appoint your own legal representative, who will be subject to the ARAG standard terms of appointment. This includes an hourly rate not exceeding €150 per hour. Any costs that fall outside the standard terms will not be paid by us.
- Problems that do not relate to your business activities.
- Any claim reported more than 180 days after the date you should have known about the insured event.
- Any legal action the insured has taken where ARAG or the appointed representative have not agreed to or any action that hinders ARAG or the appointed representative.

## What are your obligations

- You must let ARAG know about any problems straight away or they may not provide cover if you have tried to deal with matters on your own.

### Things for you to think about

Commercial legal advice helpline – ARAG can provide legal advice on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, any European Union country, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Switzerland and Norway. Please see the 'Helplines' section of your policy wording for contact details.

# Fidelity

## What is covered

This section covers you for loss of your money or goods (including electronic transfer of your funds) caused by an act of fraud or dishonesty of an employee, trustee or volunteer.

## How much will you be insured for

The organisation will be covered up to the limit of indemnity chosen by you, a range of limits are available.

## Key extensions

- Cover for auditors' fees which you incur to substantiate the loss.
- Indemnity to the Trustees of any pension fund or other employee benefit scheme for any loss the Trust incur following an act of theft.

## What is not covered

Please refer to **Section 14 Fidelity within the policy document for full details.**

- Repeated acts of theft by the same employee, trustee or volunteer once you have become aware of their dishonesty.
- Any unexplained shortages.

## What are your obligations

- Cover will be subject to you complying with our minimum standards of control in respect of supervision, accounting procedures and checking the security of money or goods. Please review these minimum standards of control to ensure you are comfortable that you are able to comply with them.
- You must obtain satisfactory references to confirm the honesty of all employees who are responsible for money or accounts.

## Things for you to think about

- What limit of indemnity is sufficient to meet your needs.
- Can my organisation comply with the minimum standards of control? (please see your policy wording or contact us or your broker to obtain a copy of our minimum standards of control).



# General information

## Claims service

For claims other than Legal expenses during office hours (Monday to Friday 9am to 5pm) call 01 619 0300.

New claims outside of business hours call 01 619 0325.

For Legal expenses claims call ARAG on 01 670 7470.

## Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible. We will do all we can to resolve the matter.

You can complain in writing or verbally at any time to:

### For all complaints other than Legal expenses complaints

Ecclesiastical Insurance Office plc  
2nd Floor  
Block F2  
Eastpoint  
Dublin 3  
D03 T6P8

Tel: **01 619 0300**

Email: [complaints@ecclesiastical.com](mailto:complaints@ecclesiastical.com)

### For Legal expenses complaints

ARAG Legal Protection Limited (ARAG)  
1 Upper Hatch Street  
Dublin 2  
D02 PY28

Tel: **01 670 7470**

Email: [customerrelations@arag.ie](mailto:customerrelations@arag.ie)

## Our promise to you

- We will investigate your complaint and provide you with the name of your point of contact in relation to your complaint.
- We will keep you informed of the progress of your complaint with regular written updates on the progress of our investigation at intervals no greater than 20 business days.
- We shall attempt to investigate and fully resolve your complaint within 40 business days and will furnish you with the findings of our investigation into your complaint within five business days of completion of our investigation.
- We will use feedback from your complaint to improve our service.

If you're not entirely satisfied with our handling of and final response to your complaint, or if we have not completed our investigation in 40 business days, we'll inform you of your right to take your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman,  
Lincoln House,  
Lincoln Place,  
Dublin 2  
D02 VH29

Tel: 01 567 7000

Email: [info@fspo.ie](mailto:info@fspo.ie)

Website: [www.fspo.ie](http://www.fspo.ie)

The Financial Services and Pensions Ombudsman can investigate complaints from all customers, except limited liability companies which have a turnover of €3m and above.

This complaints handling procedure does not affect your right to take legal proceedings.

### **The Insurance Compensation Fund**

This was established under the Insurance Act 1964 amended by the Insurance (Amendment) Act 2011. The fund is designed to facilitate payments to policyholders in relation to risks in Ireland where an Irish-authorized non-life insurer or a non-life insurer authorised in another EU Member State goes into liquidation or administration. Not all policyholder liabilities are covered by the fund. A sum due to a commercial policyholder may not be paid out of the fund unless the sum is due in respect of the liability to an individual.

For further information on the scheme you can visit the website at:

**[www.centralbank.ie](http://www.centralbank.ie)**

### **Law applying**

Unless agreed otherwise, the law which applies to this contract is the law of the Republic of Ireland.

# Other support and cover available

As part of your Education insurance policy, you also have access to the following additional services and support.

## **Value-added services**

The following are provided by ARAG Legal Protection Limited (ARAG):

- Business assistance
- Commercial legal advice helpline.
- Counselling helpline for your employees, authorised volunteers and their immediate family members, if they are aged 18 or over (or aged between 16 and 18 and in full-time employment).
- Health and medical information services – information provided by qualified nurses.
- Employment Manual – offering online employment guidance.

Full contact details for these services can be found within the policy document.

# Notes

# Notes

# Notes

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.  
Our permitted business is general insurance.

**You can check this on the  
FCA's register by visiting the  
FCA's website**

**[www.fca.org.uk/register](http://www.fca.org.uk/register)**

**or by contacting the FCA on  
0044 207 066 1000**

If you would like this booklet in large print, braille,  
on audio tape or computer disc, please call us on

**01 619 0300**

You can also tell us if you would like to always  
receive literature in another format.

For further information on any of our products or services, please speak to your broker.

Or visit us at

**[www.ecclesiastical.ie](http://www.ecclesiastical.ie)**

If you would like this booklet in large print, braille or audio format please call us on **01 619 0300.**

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Ecclesiastical Insurance Office plc is regulated by the Central Bank of Ireland.

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