

Commercial Insurance Ireland

SUMMARY OF COVER

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Commercial Insurance Ireland

summary of cover

Introduction

Our Commercial Insurance policy has been designed to meet the demands and needs of organisations or individuals wishing to insure the risks of running their commercial enterprise.

This document summarises the main covers, features and exclusions of the Commercial Insurance policy.

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.

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 located in the Republic of Ireland.
- Your contents whilst in your premises and in certain circumstances anywhere in the Republic of Ireland.
- Liability – for claims arising from your organisation and activities conducted from your premises and elsewhere in the Republic of Ireland.

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 conditions

The following general 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 us as soon as is reasonably possible of any alteration of risk which increases the risk of damage, accident or liability including major structural alterations or repairs at the premises and 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 closed for business and are not attended by you or an authorised person.
- 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 and Claims conditions section of the policy for full details of these conditions and other policy conditions that apply.

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, stock and personal belongings.

All risks means damage by any event 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.

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 restore 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.

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):

- Alterations and additions to the property and newly acquired property. Subject to providing details as soon as practicable to effect specific insurance – 10% of the total sum insured or €500,000 in respect of both buildings and contents whichever is the less.
- Damage caused by the emergency services at the grounds of the premises.
- All risks cover anywhere in the Republic of Ireland for: unspecified contents - €1,000 any one item; personal belongings - €500 per person and €250 any one item. Up to €5,000 in total.
- Damage to the buildings by theft – the following is included unless scaffolding is in place at the premises or the building is unoccupied:
 - Repairs following theft of the fabric of the building provided the building is insured.
 - Damage caused by theft of contents provided the contents are insured.
 - Damage to building and contents caused as a result of the entry of rainwater following theft or attempted theft of the fabric of the building including external metal.
- Where contents is insured against theft, we will pay for the cost of gaining access to your premises and/or replacing locks and keys including safe locks if keys are stolen or lost – €5,000 any one period of insurance.
- Costs incurred for clearing or repairing drains, gutters or sewers which you are responsible for by any cause not otherwise excluded by this section – €75,000 any one claim.
- Environmentally friendly and energy efficient rebuilding – following damage to buildings if you, with our consent, rebuild in a manner that aims to reduce potential harm to the environment or improve energy efficiency. We will pay these rebuilding costs – 10% of any one claim, 10% of the sum insured or €750,000 whichever is the less.

What is not covered

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

- Wear and tear or any gradually operating causes.
- Damage caused following theft unless there is clear forcible and violent entry to or exit from the buildings.

- In respect of our buildings definition, the following are excluded: bridges, land piers, jetties, excavations, natural or artificial water courses, standing water such as dams, reservoirs, culverts, canals, moats, rivers and lakes or man-made elements attaching to or forming part of these.

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 30 days cover will reduce to fire, aircraft, earthquake and impact.
- The following limits apply:

Groundsperson's equipment, and external items and fixtures, such as but not limited to floodlighting, garden ornaments, statues and bridges etc.	€25,000 in any one period of insurance
Computer systems records.	5% of the contents sum insured any one claim
Prints, rare books and works of art.	€7,500 in any one period of insurance
Jewellery, precious metals or stones and furs.	€1,500 in any one period of insurance
Personal belongings, whilst at the insured premises, of	Limits are per person in any one claim
- directors, trustees, officials, partners, employees, residents and volunteers	€3,000
- visitors and members.	€750
Personal money of directors, trustees, officials, partners, employees, residents, volunteers, visitors and members whilst at the insured premises.	€150 per person any one claim
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.
- You are planning any building works at the premises and/or use of external scaffolding.

Things for you to think about

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

- Your sums insured are not sufficient to meet your needs.
- You may wish to consider the 'Day One' method of inflation protection for your buildings, which provides you with a specified percentage uplift of the sums insured and is the most common method of insuring property.
- 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.

Equipment breakdown

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

What is covered

The repair or replacement of equipment which breaks down. This includes lifts, central heating, air conditioning, office equipment, computer equipment and retail equipment such as credit card payment systems.

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.
- 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 – €1,300,000 any one accident.
- Hire charges incurred for a substitute item during the period of repair for the insured equipment - €13,000 any one accident.
- Costs related 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 2 Equipment breakdown within the policy document for full details.

- 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.
- Self-propelled plant and equipment.
- Biomass and Biogas installations, or hydroelectric installations.
- Any electricity generating equipment other than: emergency back-up power or wind turbines less than 10 kW or photovoltaic equipment less than 50kW generating capacity.

What are your obligations

- To back up original data at least every 7 days and take all reasonable precautions to store data safely.

Business interruption

What is covered

This section covers you 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.

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 a loss of revenue or rent (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 sum insured and the indemnity period 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 or hindered following damage to neighbouring property.
- Access to your premises being restricted by any action of government, Gardaí or a local authority due to an emergency which could endanger human life or neighbouring property – €20,000 in the period of insurance.
- Damage at the site of any supplier specified in the schedule – €150,000 any incident.
- Damage at the site of unspecified suppliers – €50,000 any one incident.
- Accidental failure of the supply to your premises of electricity, gas, water or telecommunications - €7,500 any one incident.
- Reinstating lost data following damage to computer equipment at your premises, excluding losses discovered later than 180 days after the loss occurred – €37,500 any one period of insurance.
- Costs you incur to avoid interruption with computer operations following damage to computer equipment at your premises – €37,500 in any one period of insurance.

What is not covered

Please refer to **Section 3 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 revenue or rent receivable for the financial year.

Things for you to think about

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

- 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.

Goods in transit

What is covered

Damage to your goods whilst in transit by road vehicles operated by you or a haulier or whilst being sent by parcel, post or rail anywhere in the Republic of Ireland.

How much will you be insured for

The organisation will be covered up to the sums insured provided by you which will represent a value for either each package, each vehicle or any one consignment.

Key extension

- Damage to clothing and the personal effects of drivers employed by you.

What is not covered

Please refer to Section 4 Goods in transit within the policy document for full details.

- Damage caused from inadequate packing.
- Damage to money, manuscripts, precious metals, jewellery, tobacco, wines, audio equipment, explosives and other dangerous goods unless specifically mentioned.
- Gradual deterioration or wear and tear.
- Damage to property in open vehicles by weather or theft or attempted theft.
- Deterioration of refrigerated goods following breakdown or failure of refrigeration equipment.
- Theft or attempted theft committed or assisted by your directors, trustees, employees or authorised volunteers or from an unattended vehicle unless all windows and other points of access are closed and locked and security devices set and the vehicle is in a securely locked building or guarded security park between 9pm to 6am.
- Damage caused by scratching, denting or bruising.

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.

You choose the limits you require which will be shown in your schedule.

Assault cover

Assault benefit payable if an employee or authorised volunteer, sustains bodily injury following a robbery, hold-up or attempted robbery during their employment. The standard limits are shown below:

Occurrence arising from the assault	Level of benefit
Death	€5,000
Loss of limb(s) or loss of sight or loss of hearing or loss of speech	€5,000
Permanent total disablement	€5,000
Temporary total disablement	€50 per week
Temporary partial disablement	€10 per week

Key extensions

The cover provided by this section is extended to include:

- Loss of money following the dishonesty of a director, trustee, employee or authorised volunteer – €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.
- Costs you incur to protect your interests following the fraudulent use of identities by a third party for the purposes of obtaining credit – €1,500 in any one period of insurance.
- Higher limits for periods before or after a fundraising event.
- Under the assault extension, we will pay additional medical expenses and hospitalisation or in-patient treatment following injury to employees. €750 – 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.

- Assault benefits for any person under the age of 16 years or above the age of 80 years.
- Dishonesty of employee discovered more than 28 days after the occurrence.
- Whilst money is 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.

Things for you to think about

Please contact us or your broker 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 person in the event of accidental bodily injury causing temporary or permanent disablement or death arising out of and in the course of their employment with you.

How much will you be insured for

The benefits are only payable in event of disablement or death to an insured person within defined groups of individuals. The standard limits are shown below:

Occurrence	Level of benefit
Death	€5,000
Loss of limb(s) or loss of sight or loss of hearing or loss of speech	€5,000
Permanent total disablement	€5,000
Temporary total disablement	€50 per week
Temporary partial disablement	€10 per week

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 €750 per person. An additional payment will be made if the injured insured person is admitted for in-patient treatment – €30 a day, up to €300.
- Damage to clothing and personal belongings caused at the same time as an injury covered by this section – 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 16 years or above the age of 80 years.
- Suicide or deliberate self-injury.
- Psychological or psychiatric condition other than Post Traumatic Stress Disorder.
- Sickness or disease not resulting from bodily injury.
- Certain hazardous sports or activities.
- Accidents arising from travel to a destination where the Department of Foreign Affairs has advised against all or all but essential travel.

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 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.

You choose the limit of indemnity you require. 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.
- Cover relating to damages and claimants costs you are liable for under the Data Protection Act 2018 (excluding deliberate acts which you know will contravene the legislation) – €1,000,000 for all claims in the period of insurance for damages and legal costs; €100,000 for all claims in the period of insurance for defence and prosecution costs awarded against you.

What is not covered

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

- Liability arising from ownership, possession or use of a mechanically propelled vehicle except for use of plant at your premises.
- Any craft designed to travel through water, air or space.
- Liability arising from pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident.
- Cost of recall, removal, repair or replacement of any product supplied by you.

What are your obligations

You must tell us or your broker if you are planning:

- Large or hazardous activities or any event where attendance is likely to exceed 1,000 people.
- Work or visits overseas.
- 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:

- If the limits are not sufficient to meet your needs.

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 as specified below 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 latter are further limited to a €1,500,000 limit in total for all such awards in any one period of insurance).

Cover is provided for the following:

- Employment disputes and employment financial compensation awards
- Legal defence
- Statutory licence appeal
- Contract disputes where the amount in dispute is over €300 (excluding VAT)
- Debt recovery where the amount in dispute is over €300 (excluding VAT)
- Property protection
- 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.

What is not covered

Please refer to Section 8 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.
- 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.
- Contract Disputes – the first €600 of legal costs unless the dispute is dealt with under the Small Claims Court Procedure.
- Any claim reported more than 180 days after the date you should have known about the insured event.
- Any legal action the insured have 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.

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 office 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

For Legal expenses complaints

ARAG Legal Protection Limited
Europa House
Harcourt Street
Dublin 2
D02 WR20

Tel: 01 670 7470

Email: 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
Website: 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

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 Commercial insurance policy, you also have access to a wide range of 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.

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

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

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

Or visit us at

www.ecclesiastical.ie

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

01 619 0300.

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



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