

# 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.

If you wish to see the full terms and conditions a policy document is available by contacting us or your broker.

### Commercial Insurance – at a glance

#### Our Commercial Insurance policy includes the following as standard:

Section of cover	Overview
Property damage	Covers the buildings, contents and stock.
Equipment breakdown	Covers accidental breakdown on a range of equipment.

#### In addition, you may also add the following optional sections:

Section of cover	Overview
Property damage plus	Covers specified items of contents anywhere in the world.
Business interruption	Cover the amount of loss or additional costs as a result of the business being interrupted following property damage.
Liabilities Employers' liability Public & products liability	Covers you if you are found liable at law for: Injury to an employee or volunteer – up to €13,000,000. Injury to a member of the public or damage to their property – a choice of limits are available.
Legal expenses	Legal costs and expenses to protect your position on a range of legal issues. With this cover you have access to a 24-hour, 365-days a year legal and counselling telephone helpline which provides initial advice on any business related matter from qualified personnel.
Money with assault	Covers loss of money whilst in transit or in a locked safe and benefit payment to extension employees and volunteers following bodily injury during an attempted robbery or hold up.
Goods in transit	Covers damage to your goods whilst in transit.
Personal accident	Benefit payments following accidental injury to, or death of employees & volunteers.

### Things for you to think about

If any of the cover limits within this document do not meet your needs please contact us or your broker.

# Property damage

## What is covered

This section covers the buildings, contents and stock that you are responsible for.

Cover can be provided against damage caused by the following events:

- Fire, lightning and explosion
- Aircraft
- Riot
- Malicious persons
- Earthquake
- Subterranean fire
- Storm
- Flood
- Escape of water
- Impact
- Falling trees
- Falling aerials
- Escape of oil
- Sprinkler leakage
- Accidental damage
- Subsidence
- Theft or attempted theft
- Glass and sanitary fixtures

## How much you will be insured for

The buildings and contents will be covered up to the sums insured provided by you. You may choose the 'Day One' method of inflation protection for your building, which provides you with a specified 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 restore the property damaged to a condition equivalent or substantially the same as its condition when new.

For contents claims we will pay for repairs if these can be carried out economically otherwise we will pay for replacement as new.

For stock claims the settlement will be based on cost price.

## 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 €375,000 in respect of both buildings and contents whichever is the less.
- Damage caused by the emergency services at the grounds of the premises – €7,500 any one claim.
- Additional metered water charges incurred following escape of water from the water or heating system at the premises – €7,500 in any one period of insurance.
- Contents items whilst away from the premises but in the custody and control of your director or employee or whilst temporarily removed for cleaning, renovation and repair, whilst anywhere in the Republic of Ireland, Northern Ireland, England, Scotland, Wales, the Channel Islands and the Isle of Man.
- Damage to the buildings by theft – where theft is insured it extends to include, 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 – €7,500 any one period of insurance.
  - Repairs following theft of external metal provided the building is insured – €7,500 in any one period of insurance.
  - Damage caused by theft of contents provided the contents are insured – €25,000 in any one period of insurance.

- 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 – €7,500 in any one period of insurance.
- 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 – €3,750 any one period of insurance.
- Property you hire-in or on temporary loan which you are responsible for – 10% of the contents sum insured any one loss.
- Costs incurred for clearing or repairing drains, gutter or sewers which you are responsible for caused by an insured event – €75,000 any one claim.

### **What is not covered**

- Wear and tear or any gradually operating causes.
- Damage or corruption to, unauthorised use of, unauthorised transmission, misuse of data, any operator error of data or system or failure of a system.
- Damage caused following theft unless there is clear forcible and violent entry to or exit from the buildings.
- Sprinkler leakage, theft of contents, subsidence, glass and sanitary fixtures and accidental damage – you have the option to include these covers.
- Any value attached to an item of contents by reason of its antique or artistic value.

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

### **Are there any restrictions?**

If the premises becomes unoccupied cover will reduce to fire, lightning, explosion and aircraft.

### **What are your obligations?**

You must tell us as soon as reasonably possible if:

- The use of the premises ceases and the premises becomes vacant.
- There is a change to your business activities or you are planning any large events as it may impact the cover within the policy.
- 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.
- The extension limits are not sufficient to meet your needs.
- You require cover for sprinkler leakage, theft of contents, subsidence, glass and sanitary fixtures and accidental damage.
- You have items of contents where claims settlement based on a replacement with a modern equivalent would not reflect their antique or artistic value.

# Property damage plus

## What is covered

This section provides cover:

Cover A Extended cover – provides cover for your specified items of contents anywhere in UK, Europe or worldwide up to the sum insured chosen by you.

Cover B Deterioration of stock – covers the contents of your deep freeze or refrigerated cabinets following failure of the units, failure of the electricity or gas supply or contamination by refrigerant fumes. Choose this option if your needs exceed the standard Property damage cover of €3,750 in any one unit and €15,000 in total any one period of insurance.

## How much will you be insured for

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

For claims under cover A we will pay for repairs if these can be carried out economically otherwise we will pay for replacement as new.

For claims under cover B we will pay you the value of the items lost.

## What is not covered

### Cover A

- Wear and tear or any gradually operating causes.
- Damage by theft to property left in an unattended vehicle unless the property is hidden from view and all windows, sunroofs, boots and doors are securely closed and locked.

### Cover B

- Deliberate damage caused by a deliberate act of any electricity or gas supply authority in withholding or restricting the supply.
- Failure of any unit which is over 7 years old unless the refrigeration unit is the subject of a current manufacturers guarantee or annual maintenance contract.
- Deliberate damage or neglect.

Please refer to Section 2 Property damage plus within the policy document for full details.

# Equipment breakdown

## 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:

- €375,000 any one period of insurance to computer equipment at the premises.

## Key extensions

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

- Damage to computer equipment whilst anywhere in the European Union or the United Kingdom of Great Britain and Northern Ireland in the custody or control of you, an employee or volunteer – €375,000 any one period of insurance.
- Costs to reinstate data that is lost or damaged following an accident to the computer equipment – €37,500 any one period of insurance excluding losses discovered later than 180 days after the loss occurred.
- Costs incurred in maintaining computer operations following a computer breakdown – €37,500 any one period of insurance.
- 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 €45,000 in any one period of insurance.
- Expediting costs' to speed up the repair or replacement, and in making temporary repairs – €22,500 any one period of insurance.
- Costs incurred in taking exceptional measures to prevent or reduce a loss – €7,500 any one period of insurance.

## What is not covered

- Any kitchen and food preparation equipment, laundry and cleaning equipment, audio visual equipment and computer equipment whilst in private dwellings.
- Any equipment manufactured by you for sale.
- Breakdown caused by computer viruses or hacking.
- Gradual deterioration or wear and tear.
- Damage which is covered under a maintenance agreement, warranty or guarantee.
- Damage caused by a deliberate or intentional act.

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

## 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.

# Business interruption

## What is covered

This section covers you for loss of your income or extra expenses in running the business 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 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 restricted following damage to neighbouring property.
- Access to your premises being restricted following emergency action taken by the Government, Gardaí or Local Authority.
- Damage at the site of unspecified suppliers – €15,000 any one incident.
- Failure of the supply to your premises of electricity, gas, water or telecommunications – €7,500 any one claim.
- 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

- Loss where there is unnecessary delay on your part in repairing or replacing the property.

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

## 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

- Your sum insured is not sufficient to meet your needs.
- The length of time to get your activities back to normal is not sufficient to meet your needs.
- The extension limits are not sufficient to meet your needs.

# Liabilities

## What is covered – Employers' liability

Employers' liability covers you for your legal liability to pay damages to an employee or volunteer who is injured whilst working for you and which occurs during the period of insurance.

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

## What is covered – Public liability

Public liability covers you for your legal liability to pay damages to a member of the public for injury or damage to their property which occurs during the period of insurance.

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 – applicable to public liability only

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 organisations 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) – €100,000 any one claim and in any one period of insurance.

## Exclusions applicable to public and products liability

- 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 cause is by a sudden, identifiable, unintended and unexpected incident.
- Cost of recall, removal, repair or replacement of any product supplied by you.

Please refer to Section 5 Liabilities within the policy document for full details.

## What are your obligations?

You must tell us 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 disputes is over €300 (excluding VAT)
- Debt recovery where the amount in disputes 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

- 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.

Please refer to Section 6 Legal expenses within the policy document for full details.

## 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.

# Money with assault extension

## What is covered

This section can provide cover for loss of money as detailed below, up to the sum insured shown in your schedule.

- Non-negotiable money such as crossed cheques.
- Money on the premises during business hours or in transit – limit as chosen by you.
- Loss of money from a locked specified safe in your building – limit will depend on the make and model of the safe.
- Any other loss.

## Optional Cover:

Assault benefit payable if an employee or authorised volunteer, aged 16 – 70 years 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:

- Damage to any safe, strong room, or cash carrying bag following theft or attempted theft of money.
- Damage to your directors or employees personal belongings and clothing following theft or attempted theft of money – €750 per person.
- Damage to money following the dishonesty of a director or employee – €3,000 per person and €7,500 in any one period of insurance.
- Where assault cover has been included and we accept the claim, we will pay dental expenses of employee or authorised volunteers – €750; €30 a day up to €300 if following the injury the insured persons goes into hospital for treatment as an in-patient.

## What is not covered

- Deception or false accounting.
- Whilst money is in the custody or control of a professional carrier.
- During transit by unregistered post.
- Loss from unattended vehicles.

Please refer to Section 7 Money with assault extension within the policy document for full details.

### Things for you to think about

- If the limits are not sufficient to meet your needs please contact us or your broker.
- The type of safe and if it is suitable for the value that it will store.

# 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 Republic of Ireland, Northern Ireland, England, Scotland, Wales, the Channel Islands and the Isle of Man.

## 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.

## How we settle claims

We will pay for the value of the good or repair or replace them.

## What is not covered

- Damage caused from inadequate packing.
- Damage to money, manuscripts, precious metals, jewellery, tobacco, wines, audio equipment, explosives and other dangerous goods unless specifically mentioned as insured.
- 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 unless failure or breakdown is due to an accident to the vehicle.
- Theft or attempted theft committed or assisted by your directors, employees or 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 securely locked building or guarded security park between 9pm to 6am.

Please refer to Section 8 Goods in transit within the policy document for full details.

# Personal accident

## What is covered

This section covers accidental injury to, or death of, your employees and volunteers whilst carrying out your activities for the following occurrences:

- Death
- Loss of: limb(s) or eye(s)
- Permanent total disablement
- Temporary total disablement
- Medical expenses

## 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:

- Dental expenses for an accepted claim of an insured person – €750. An additional payment will be made for an accepted claim if the injured insured person is admitted for in-patient treatment as a result of the bodily injury – €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

- Any person under the age of 16 years or aged 70 years or above at the start of the period of insurance.
- Suicide or deliberate self-injury, insanity, pregnancy, childbirth or under the influence of drugs.
- Pre-existing health issues.
- Certain hazardous sports or activities.

Please refer to Section 9 Personal accident within the policy document for full details.

### Things for you to think about

- If the limits are not sufficient to meet your needs please contact us or your broker.
- Ask us or your broker if you are in any doubt about an activity and we will advise you if the personal accident cover is affected.

# 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 covered where it is located in the Republic of Ireland, Northern 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.

## **Excess**

You may be responsible for an excess, the first amount of any claim. The excess applicable will be shown in your schedule.

You may be able to obtain a discount off your premium if you increase your excess. Please contact us or your broker and we will be happy to discuss the savings available.

## **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 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 1890 252 877.

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

Europa House

Harcourt Street

Dublin 2

D02 WR20

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 authorized 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 Commercial Combined 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.

# 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**

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, 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.



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