Care Insurance Ireland

SUMMARY OF CARE



www.ecclesiastical.ie



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This is a summary of the cover provided by the Ecclesiastical Insurance Office plc Care Insurance policy.

The policy offers you the option to insure

- Your buildings, contents and personal effects
- Your loss of revenue and/or additional costs following an interruption caused by a buildings or contents claim
- Your legal liability towards employees, volunteers or members of the public following an accident for which you are responsible
- Loss of registration (covering the consequential depreciation in the value of the premises)
- Your legal expenses arising from a range of legal issues
- Your money
- You or your employees being unable to work because of an accident

In addition

Where you have selected buildings or contents, you will automatically receive equipment breakdown cover; helping you to get an extensive range of equipment up-and-running again The summary highlights the main features and exclusions to help you decide if the policy meets your needs. For all the terms and conditions that apply, please consult the policy document.

A copy of the policy will be sent to you after you have taken out the insurance but is available beforehand from us or your broker on request. When you take out cover with us we will issue you with a schedule. This document details the cover you have chosen.

The standard duration of this contract is 12 months from the start date on your policy schedule.

Subject to eligibility we also offer, for larger properties, our unrivalled buildings valuation service at no additional charge.



Property damage

This section enables you to cover buildings (if you are insuring them), contents and personal effects.

How will my claim be settled?

The basis of settlement will be cost of repair or replacement as new, other than for bed linen and personal effects where an allowance may be made for wear and tear.

We'll work swiftly, and deal with your claim fairly.

When appropriate, we may appoint a contractor to carry out the necessary repairs

Features and benefits

Insurance for a range of insured events such as fire, theft, malicious damage, storm, subsidence, escape of water, impact and accidental damage. You select the events you wish to insure.

Theft cover includes walk-in theft – there doesn't have to be a forced entry.

You select the sums to be insured.

The sum insured must be calculated in accordance with the basis of settlement.

To help you ensure the adequacy of your buildings sum insured, subject to eligibility, we will provide, at no additional cost, advice regarding the sums to be insured for insurance purposes, using our team of specially trained surveyors and our many years of experience in this field.

Inflation protection

The policy offers a choice of inflation protection measures:-

'Index-linking' – Unless you advise otherwise this is automatically provided. A general form of inflation protection, sums insured are increased in line with a suitable index.

'Day One' – An additional protection if it is likely that in the event of a major loss, repair or replacement will take a number of years. Choose from 15%, 25% or 50% uplift on the insurance values applying on the first day of the insurance.

Significant exclusions and limitations

- excluding subsidence that started prior to the arrangement of this cover
 - page 24 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Once selected, the sums insured will be the most we will pay.

Important Note

If we have valued your building and you have accepted our valuation then in the event of underinsurance your claim will not be reduced.

Otherwise, in the event of underinsurance the amount we pay for any claim will be reduced in proportion to the degree of underinsurance.

Special features

Features and benefits

Bequeathed property

Bequeathed property; insured for the events covered under Property damage.

Significant exclusions and limitations

excluding property insured elsewherepage 28 of the policy

Limits

Any one bequest

€375,000 for buildings

€75,000 (Single Article Limit €7,500) for all other items

Temporary accommodation for resident proprietors and staff

Following a fire or other insured event we will pay for temporary accommodation for you and your family and resident staff.

Limit

€22,500 for any one period of insurance

Hired-in property

Insured for the events you have selected under Property damage.

Limit

10% of the contents sum insured any one period of insurance

Personal belongings

Directors' partners' employees' or volunteers' personal belongings are covered and residents belongings can be insured upon request.

Limit

€750 (in addition €150 for personal money) per person other than for residents where the limit per person will be shown on the schedule

Resident employees' personal belongings

Resident employees' personal belongings can be covered.

Limit

€1,500 per person and €750 any single item

Residents' personal belongings

Residents' personal belongings can be covered.

Limit

You can choose a limit per resident of either €750, €1,000 or €1,500

Features and benefits

Freezer contents

For spoilage of frozen foods and drugs you can arrange increased limits under Property damage plus section if necessary.

Fire brigade charges

Charges levied against you by any local authority for the fire brigade attending a fire.

Landscaping costs

Costs incurred to landscape the grounds provided that the buildings are damaged at the same time.

Trace and access

Costs incurred in locating the source of damage caused by the escape of oil or water or damage to underground pipes and cables and subsequent repair.

Significant exclusions and limitations

Limit

€3,750 any one unit and €15,000 in total any one period of insurance for food

€1,500 any one claim for drugs

Limit

€10,000

limited to damage by certain insurable eventspage 28 of the policy

Limit

€10,000 any one claim

Limit

€25,000 any one claim

Property damage plus

This section enables you to cover items of contents insured under the Property damage section on an 'away from the premises' basis either anywhere in the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, Europe or world-wide. It also gives you the option to increase the standard cover provided for deterioration of frozen or refrigerated stock.

How will my claim be settled?

For specified items of contents, we will repair or replace, or pay the cost of this. For frozen or refrigerated stock we will pay you the value of the items lost.

Features and benefits

Cover A Extended Cover

If you have contents which are not always situated at your premises, this option allows you to specify them for 'away from the premises cover'.

Significant exclusions and limitations

The sum insured for each item will be the most we will pay.

- Excluding theft from motor vehicles unless they are locked, the property is stored out of sight and there are visible signs of forcible entry
 - page 35 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Cover B Deterioration of stock

For the contents of your deep freeze or refrigerated cabinets following failure of the unit.

Choose this option if your needs exceed the standard cover provided - \in 3,750 for the contents of any one unit, \in 15,000 in total.

- excluding failures in any unit that is over 7 years old unless the unit is the subject of a manufacturers guarantee or an annual maintenance contract.
 - page 36 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Equipment breakdown

This section, which is automatically provided where you have selected Property damage gives you cover for a wide range of equipment in the event of breakdown. If you choose the business interruption cover under this policy your business losses following a breakdown of the equipment are included.

How will my claim be settled?

We will repair or replace equipment or pay you the cost of this.

Features and benefits

What is the equipment that is covered?

Any electrical or mechanical equipment unless excluded.

The covered equipment:

- Lifts, central heating or air conditioning systems
- Boilers are covered for breakdown and explosion
- Security and sound systems
- Photocopiers and office equipment

Significant exclusions and limitations

Limit

€7,500,000 in any one period of insurance

- excluding, in private dwellings, kitchen and food preparation equipment, laundry and cleaning equipment and audio-visual equipment
 - page 38 of the policy
- $\hfill \blacksquare$ excluding anything manufactured by you for sale
 - page 38 of the policy
- excluding breakdown caused by computer viruses or hacking
 - page 42 of the policy
- excluding wear and tear, although resultant loss is not excluded
 - page 41 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Computers

For computers subject to a maintenance and repair agreement the section provides cover for any breakdown not included under the maintenance agreement.

For example, your maintenance agreement may exclude problems caused by power surges.

For computer equipment outside the premises, cover is for breakdown and resulting business loss. The equipment must be in the custody or control of you, or of your employee or authorised volunteer, within the European Union or United Kingdom of Great Britain and Northern Ireland.

Limit

€150,000 for all claims in any one period of insurance

- excluding computer viruses and hacking
 - page 42 of the policy

Special features

Features and benefits

Expediting expenses

'Expediting costs' to speed up repair or replacement, and in making temporary repairs.

Loss avoidance

Costs incurred in taking exceptional measures to prevent or reduce a loss.

Business interruption

Loss of income and other costs following the breakdown of equipment.

Increased cost of working

Costs incurred in maintaining computer operations following a computer breakdown.

Significant exclusions and limitations

Limit

€22,500 any one period of insurance

Limit

€7,500 any one period of insurance

Limit

€45,000 any one period of insurance (or, if less the general sum insured under the Business interruption section)

 excluding claims arising from the need to reconstruct or re-input data or programs
 page 41 of the policy

Limit

€37,500 any one period of insurance

Business interruption

This section provides you with cover for loss of revenue following a fire or other insured event. Alternatively you can just insure for additional costs you incur following a fire or other insured event to keep your organisation running, such as rent for temporary premises.

How will my claim be settled?

We will pay you the amount of your loss, as insured by the section.

Features and benefits

Loss of revenue

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Covers your loss of income following a claim accepted under the Property damage section. Also pays for the extra costs to keep your organisation running and minimise your loss of income.

Additional cost of working items

Covers expenses incurred to reduce the loss of revenue

Cover is provided up to a period, which can be 12 months, 24 months or 36 months (the 'maximum indemnity period').

Significant exclusions and limitations

Limit

You select the sum insured which will be the most we will pay, and the maximum indemnity period you require.

Special features

Features and benefits

Additional increase in cost of working

If you choose to insure for loss of revenue you will be automatically be insured for an additional item for extra expenses to keep the business running.

Prevention of access

Pays if you are affected by damage to neighbouring property, by a cause which is covered under your policy.

Also, if access to your premises is affected through the actions of the Authorities in connection with an incident which could endanger human life or neighbouring property.

Significant exclusions and limitations

Limit

€37,500 (can be increased upon request)

Limit

Your sum insured under this section will be the most we will pay

- excluding incidents which last for less than 4 hours
 - page 45 of the policy

Features and benefits

Food poisoning, defective sanitation, vermin or murder

The extension covers your loss of revenue following these events, if they happen at your premises. Cover applies if restrictions are placed on the premises by the competent local authority (apart from murder, rape or suicide).

Failure of electricity, gas, water or telecommunications

Pays if you are affected by accidental failure of these services.

Suppliers and off site-storage extension

For example, covers your additional costs should a major supplier of equipment or medical supplies suffer a significant fire as a consequence of which you have to use alternative suppliers.

If you use off-site storage facilities this extension will also provide cover following damage at these premises.

Excursions

Pays if a resident is killed as a result of a road traffic accident whilst on an excursion under your supervision.

Increased cost of working

Costs incurred in maintaining computer operations following a computer breakdown.

Significant exclusions and limitations

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Limit

€375,000 or 25% of the loss of revenue sum insured, whichever is the less (can be increased upon request)

 for this extension the maximum indemnity period is 3 months (can be increased upon request)

Limit

€7,500 any one incident

Limit

€15,000 any one incident

Limit

€35,000 any one incident

Limit

€37,500 any one period of insurance

Liabilities

This section of the policy provides you with the options to cover Employers liability, Public and Products liability and treatment risk.

How will my claim be settled?

When a claim is made against you we will deal with the claim on your behalf and will pay defence costs and damages awarded against you.

Features and benefits

Employers' liability

Covers your legal liability for accidents to or illness of employees (including authorised volunteers), sustained in the course of their employment.

Public and products liability

Covers your legal liability for accidental bodily injury to persons other than employees, or for damage to their property.

Treatment risk including personal indemnity for nurses

Covers your legal liability as proprietor of the home for accidental injury or illness, incurred in connection with

- medical or dental treatment given (other than treatment or services given by any principal, director or employee of yours)
- the supply of medicine or drugs
- the provision of personal grooming services Also provides a personal indemnity for nurses – including 'proprietor nurses' – acting in an individual capacity.

Significant exclusions and limitations

Limit

€13,000,000 any one claim including legal costs and expenses

Limit

€6,500,000

Public liability cover is for any one event. Products Liability cover is for any one period of insurance.

Except for the USA and Canada legal costs and expenses are covered in addition to the limit of indemnity.

 the policy does not provide a personal professional indemnity for any medical practitioner, eg doctor, dentist
 page 50 of the policy

Limit

€6,500,000 any one period of insurance (but not more than €2,600,000 in respect of any one person)

Special features

Features and benefits

Residents' personal liability

At your request, the policy covers the personal legal liability of your residents if not insured elsewhere.

Prosecution defence costs

Covers costs in connection with defending any criminal proceedings for breach of duties under specified acts, if not insured elsewhere (see page 56 of policy document)

Significant exclusions and limitations

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Limit

€2,000,000 any one event

Limit

€500,000

Loss of registration

This section gives you the option to insure your financial loss of your registration from a cause outside your control.

Features and benefits

Covers the depreciation of your financial interest in the premises following the withdrawal of the certificate that allows you to run the business.

Note: see the legal expenses section of this summary for cover for legal costs in appealing when your registration is, or may be, lost.

Significant exclusions and limitations

Limit

€150,000 (can be increased upon request)

The policy excludes losses

- caused by your own acts or omission
- cancellation due to planning redevelopment
- alteration of the law affecting registration
 - page 57 of the policy

Legal expenses

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Cover applies only if you have selected Liabilities.

Note: to ensure an expert service the cover under this section is arranged by us in conjunction with ARAG Legal Protection Limited (ARAG).

Features and benefits

Legal expenses cover for a range of legal issues specified in the policy up to the limit of indemnity stated in the schedule 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 an aggregate limit in total for all such awards in any period of insurance as stated in the schedule or policy wording)

Significant exclusions and limitations

- 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.
- Problems must relate to your business activities in order for cover to apply.
- Any claims where you are bankrupt or become bankrupt at the start or during a claim are excluded.
- Except in certain circumstances as specified in the policy wording 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.
- In certain circumstances you may be free to appoint your own legal representative who will be subject to the ARAG standard terms of appointment including an hourly rate of €150 per hour.

Any costs that fall outside the standard terms will not be paid by us.

Value-added services:

- Commercial legal advice helpline.
- Health and medical information services.
- Counselling helpline for the proprietor, employees and their immediate family members.
- Employment Manual offering online employment guidance.

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Money

This section allows you to insure against physical loss of cash or cheques.

How will my claim be settled?

We will pay you the amount of your loss, as insured by the section.

Note: where mentioned 'business hours' means any time when anyone with responsibility for money is in attendance at the premises for the purpose of your business

Features and benefits	Significant exclusions and limitations
Non-negotiable money such as crossed cheques, money orders, vouchers	<i>Limit</i> €375,000
In transit, bank night safe or on the premises during business hours.	You choose a limit adequate to cover your maximum requirements
While in a locked safe at the premises or other specified location.	You choose a limit adequate to cover your maximum requirements
For any other loss.	Limit €750
Losses due to dishonesty of employees discovered within 28 days	Limit €3,000 per person €7,500 overall in any one period of insurance

Optional extension

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Features and benefits

Money assault extension

This covers you if you or your employees or volunteers are attacked whilst carrying your money.

Significant exclusions and limitations

Limits

You choose the level of cover – the number of 'units' required

One unit provides the benefits shown below. The most you can choose is 10 units, this gives 10 times the cover i.e. the death benefit is €37,500

Per unit of cover:

Death €3,750 Loss of limbs(s) or eyes(s) €3,750 Permanent total disablement €3,750

Temporary disablement from €37.50 per week

carrying out normal occupation

Medical Expenses 15% of temporary

disablement benefit

Irrespective of the number of units the following

benefits are also provided

Dental expenses €750 per person

Hospital In patient €30 a day (maximum €300)

Personal belongings €750 per person

Personal accident

Have you considered the effect on your organisation should a key employee be unable to work due to accidental injury? This section pays set benefits to cover your expenses following such an event.

How will my claim be settled?

If we accept a claim you will receive the set benefit provided by the policy.

Features and benefits

You can insure yourself, your employees and authorised volunteers against accidental injuries whilst working for the organisation. 24 hour cover may also be provided.

Significant exclusions and limitations

Limits

You are free to choose the amount of cover required

excluding certain hazardous sports or activitiespages 74 and 75 of the policy

General information

Significant conditions

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You may not be covered under this policy if you fail to tell us about any significant changes to the premises or your activities.

You must tell us if the premises become unoccupied.

You may not be covered under this policy for theft if you fail to secure the premises when closed.

Cancelling the policy

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.

What if I need to make a claim?

For all claims other than legal expenses claims

If you need to report a claim during office hours (Monday to Friday 9am - 5pm) you can call us on

01 619 0300

To report a new claim outside of business hours call

01 619 0325

24 hour helpline

For legal expenses claims

You can write to:

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

Alternatively you can phone ARAG on

01 670 7470

or email claims@arag.ie

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-authorised nonlife 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 Central Bank website at www.centralbankie

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 (ARAG)

1 Upper Hatch Street

Dublin 2

D02 PY28

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.

- We will keep you informed of the progress of your complaint with regular updates no greater than 20 business days.
- We shall attempt to investigate and fully resolve your complaint within 40 business days and will furnish our findings within five business days of completion of our investigation.
- We will use feedback from your complaint to improve our service.

If you'e not satisfied with our handling of and final response, or we have not completed our investigation within 40 business days, we'l inform you of your right to take the complaint to:

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.

Law applicable

The law of the Republic of Ireland will apply to your insurance contract.

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

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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