

Church Insurance Ireland

SUMMARY OF COVER

www.ecclesiastical.ie

 ecclesiastical

Contents

Introduction	3
Important information	4
General and security conditions	5
General exclusions	5
Section 1 - Property damage	6
- Valuations and your options	8
Section 2 - Equipment breakdown	9
Section 3 - Loss of income	10
Section 4 - Money	11
Section 5 - Personal accident	13
Section 6 - Liabilities	15
Section 7 - Trustees' indemnity	17
Section 8 - Professional indemnity	18
Section 9 - Legal expenses	20
Section 10 - Theft by officials	21
General information	22
- Claims service	22
- Complaint handling procedures	22
- The Insurance Compensation Fund	23
Other support available	24

Church Insurance summary of cover

Introduction

Our Church insurance policy has been designed to meet the demands and needs of those wishing to insure the risks associated with managing churches, cathedrals and related properties.

This document provides only a summary of the main benefits of the Church 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 contract, 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 to discuss further.

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 and Wales.
- Liability – for claims arising from your organisation and activities conducted in the Republic of Ireland and while temporarily outside the Republic of Ireland.

Excess

Most cover sections will carry an 'excess'. An excess is the first amount of any claim or event that you are responsible for. The amount(s) will be stated in your quotation or renewal documentation or in the schedule, together with information as to whether the amount will be applied per claim or per event.

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. Your policy schedule should be read in conjunction with the 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 and security 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, injury or liability including major structural alterations or repairs at the premises and any material change in the use of the premises.
- 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.
- 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.
- Where the premises is protected by an intruder alarm, you will maintain the installation in full and efficient working order at all times, including a maintenance and testing arrangement approved by us. No alteration or variation of the system shall be made without our consent. You must give immediate notice of any apparent defect in the intruder alarm system shall be given to the maintenance contractor and you must tell us as soon as possible of any notice from the Gardaí or a security organisation that the intruder alarm system signals may be or will be disregarded.
- Where the premises is protected by a fire alarm installation, you will maintain the installation in full and efficient working order at all times, including a maintenance arrangement with approved engineers and you must give immediate notice of any apparent defect in the fire alarm system or its signalling to the maintenance contractor.
- It is a condition that external windows containing stained glass, grisaille, figured glass or etched glass are externally protected by polycarbonate sheeting or stainless steel grilles which entirely cover the windows.

Please refer to the General conditions, Claims conditions and Protection conditions sections 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.
- Pollution and contamination.
- War risks.
- Acts of terrorism.
- Property within the territorial limits of Belarus, Russia or Ukraine.

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 and contents.

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

How much you will be insured for

Church Insurance covers your buildings and contents up to the sums insured provided by you and which are normally based upon our valuation.

You have the option to insure for 35%, 50%, 75% and 100% of the full valuation.

Refer to the 'Valuations and your options' page for further details.

How we settle claims

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

For damage to your building on the basis that repairs will be carried out sympathetically in keeping with the existing structure. In the unlikely event of your building being damaged beyond economical repair we will pay for a modern replacement.

If you choose to insure for less than the full valuation there may not be sufficient funds to carry out a full restoration of your buildings.

For contents claims, other than claims for items insured under the Personal effects extension, 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 under the Personal effects extension we will pay for repairs if these can be carried out economically, otherwise we will pay for the replacement cost less an allowance for wear and tear.

Key extensions

To reflect the unique insurance needs of the church, this section is extended to include (for the limit specified or otherwise up to the relevant Property damage sum insured):

- All risks cover to the following whilst anywhere in the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland (unless stated otherwise):
 - Communion plate - €25,000 any one item, €50,000 in any one period of insurance.
 - Contents other than Communion plate - €15,000 any one item and €50,000 any one claim.
 - Boats whilst being transported or on inland water or within 3 miles from the coast - €30,000 any one claim.
 - Items temporarily removed for cleaning and renovation.
 - Personal belongings of employees and volunteers whilst on your business - €5,000 per person, €1,500 per person for bicycles.
 - Personal belongings of a member of a party travelling on a tour organised by you (this cover is on a worldwide basis) - €150 per person.
 - Prizes and donated goods - €2,500 any one item, €10,000 any one event.
 - Items not belonging to you which you are responsible for (including marquees) used in connection with a church exhibition, festival or event - €4,000 any one item, €15,000 any one event.
- Damage to Property in the open such as lawnmowers, benches, monuments and floodlighting – €10,000 any one claim.

- The cost of making safe headstones and monuments not belonging to you – €7,500 in any one period of insurance.
- Property bequeathed to you - €1,000,000 for buildings, €10,000 for any other items.
- The cost of gaining access to your church or hall and/or replacing locks and keys including safe locks if keys are stolen or lost - €10,000 in any one period of insurance.
- Cover for your insurance obligations assumed under contract for building works at your premises – €250,000 any one project.
- Cover if archaeological costs are incurred following an insured event – €375,000 any one claim.
- If required your building sum insured will be increased by up to 20% to meet local authority conditions made under the Planning and Development Act 2000 following damage up to €5,000,000 in the period of insurance.
- Subsidence cover is available for many churches. The policy schedule will show if this applies to you.

What is not covered

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

- The excess which will be agreed with you and confirmed on your policy schedule.
- Wear and tear (except for contents).
- Any value attached to an item of contents by reason of its antique or artistic value.

Are there any limitations

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

- Limits applying to theft of Communion plate - €40,000 any one item.
- Limits applying to theft and damage by malicious persons to contents in unlocked outbuildings - €1,500 any one item.
- If scaffolding is erected at your premises, cover for theft of parts of the building is suspended.
- If the use of your building ceases on a permanent basis or your usual activities have ceased pending a decision on the future of the building for more than 60 days, cover in respect of escape of water, riot, malicious persons, theft or attempted theft and damage to glass, sanitary fixtures and signs is excluded.

What are your obligations

- You must tell us as soon as reasonably possible if you are planning significant building work and/or if the works involve the use of external scaffolding.
- You must tell us as soon as reasonably possible, but in any event within 30 days, if the use of your building ceases on a permanent basis or your usual activities have ceased pending a decision on the future of the building.

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 and/or level of cover are insufficient to meet your needs.
- If you have requirements outside of the standard policy cover.
- You have items of contents where claims settlement based on a replacement with a modern equivalent would not reflect their antique or artistic value.

Valuations and your options

You may opt to choose a sum insured that is less than the full valuation of your church building under your Church insurance policy. The sum insured is the maximum we will pay out in the event of total insured loss. The valuation is the amount that the church building will cost to fully restore in the event of a major loss.

Option 1 ► 100% of valuation

A sum insured of 100% of the valuation will allow for repair and restoration of the damage assuming the main structural features of the church building are still standing. In the event of a total loss this would allow for the church building to be re-built as it stands today.

Option 2 ► 75% of valuation

A sum insured of 75% of the valuation should provide sufficient funds to carry out repairs and restore a church building although it may be necessary to compromise in certain areas (for example pine may have to be used to replace the original oak) to allow for restoration within the funds available.

Option 3 ► 50% of valuation

A sum insured of 50% of the valuation means that all minor claims would be met up to the limit of the sum insured, but there would be insufficient funds to carry out a full restoration of the church building.

Option 4 ► 35% of valuation

A sum insured of 35% of the valuation means that all minor claims would be met up to the limit of the sum insured, but if there is serious damage the sum insured is only likely to be sufficient to clear the site or make a ruin safe.

Important Information

If one of options 2, 3 or 4 are chosen we will not penalise the “under insurance” by reducing a claim by the amount underinsured. Also, all the other sections listed in your policy are automatically covered to the amount stated in the policy document (excluding optional extensions).

Before you make a decision on your option

Before deciding on options 2, 3 or 4 you must be aware that:

- a) For Option 3 or 4, to restore the church building after a major fire you would have to raise the funds for the difference between what we would pay and the actual cost.
- b) If the church building is a listed building, you will require authorisation from the appropriate persons and bodies if you do not want to restore the church building in the event of a major loss.

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.

Loss of income

What is covered

This section covers you for loss of income following a fire or other damage insured under the Property damage section.

In addition, cover is provided for costs you incur to continue with your activities, such as hiring alternative premises.

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 standard limit is €100,000 any one event and the standard indemnity period is 48 months.

Key extensions

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

- Archaeological discoveries being made following a loss covered by this section - €375,000 any one claim.
- Access to your premises being restricted following damage to neighbouring property.
- Restriction in the use of the premises following murder, food poisoning, defective sanitation or vermin at your premises - €30,000 in the period of insurance.
- Damage at premises other than your own where you are holding or participating in an event – €15,000 any one claim.
- Reinstating lost data following damage to computer equipment at your church building – €40,000 per premises in any one period of insurance.
- Costs you incur to avoid interruption with computer operations following damage to computer equipment at your church building – €40,000 per premises in any one period of insurance.
- Non weather related cancellation, abandonment or postponement of an event to be held at your church building or elsewhere from a cause beyond your control – €1,500 any one claim.

What is not covered

Please refer to Section 3 Loss of income within the policy document for full details.

- Loss following damage where property damage covering your interest in the property is not in force.
- Loss where there is unnecessary delay on your part in repairing or replacing the property.
- Loss following cancellation or abandonment of an event due to the order of a competent public authority.

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 and/or indemnity period are insufficient to meet your needs.
- You have requirements outside of the standard policy extensions.

Money

What is covered

This section provides cover for loss of money and assault as a result of an actual or attempted robbery.

Below are the standard limits for loss of money in respect of any one loss.

- Non-negotiable money such as crossed cheques – €500,000 any one loss.
- Money in transit or in a bank night safe – €13,500 any one loss.
- Loss of money whilst being counted or in the home of an authorised official or employee – €13,500 any one loss.
- Loss of money from a locked safe on your premises – €13,500 any one loss.
- Any other loss including money in alms boxes – €1,000.

Assault cover

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

Occurrence arising from the assault	Level of benefit
Death	€25,000
Loss of limb(s) or loss of sight or loss of hearing or loss of speech	€25,000
Permanent total disablement	€25,000
Temporary total disablement	€150 per week
Temporary partial disablement	€50 per week

Key extensions

The cover provided by this section is extended to cover:

- Damage to any safe, strong room or offertory box following theft or attempted theft of money.
- Damage to your employees' or officials' personal belongings following theft or attempted theft of money – €1,500 per person.
- Double the limit for money: in transit; in the home of an employee, official or member of the clergy; or in a locked safe, all for the period from two days before to seven days after Christmas Day, Easter Sunday or a fund raising event.
- Loss following the fraudulent use of a church credit or debit card – €1,500 per card in any one period of insurance.
- Costs you incur to protect your interests following the fraudulent use of the identity of your church committee or any of your officials, trustees, employees or volunteers by a third party for the purposes of obtaining credit – €1,500 any one period of insurance.
- Under the assault extension, we will pay additional medical expenses and hospitalisation or in-patient treatment following injury to employees. €5,000 per person for medical expenses; €30 a day up to €300 if hospitalised or for in-patient treatment.

What is not covered

Please refer to **Section 4 Money within the policy document for full details.**

- Deception or false accounting.
- Clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques or the use of counterfeit money.
- Loss from unattended vehicles.
- Assault benefits for any person under the age of 16 years or above the age of 80 years.

What are your obligations

Money in transit:

- No more than €4,000 can be carried by any one responsible adult.
- Amounts over €15,000 must be transported by a professional security firm.

In addition to protecting your funds the escort condition helps keep your employees, officials and volunteers safe.

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

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

- Your clergy, whether on duty or not, including whilst temporarily abroad.
- Your employees, members of the church committee and volunteers whilst carrying out your activities, including whilst temporarily abroad.
- Children aged 3 or over taking part in activities organised by you, including whilst temporarily abroad.
- Members of a tour, organised by you, anywhere in the world.

Death or disablement must be caused by an accident or assault (and not by any gradual cause) or exposure to the natural elements which within 104 weeks from the date of the accident, assault or exposure and is the sole cause of the death or disablement of the insured person.

How much will you be insured for

	Benefits	
	16-80 years (inclusive)	3-15 years (inclusive)
Death	€25,000	€12,500
Loss of: sight, one or more limb(s), speech or hearing	€25,000	€25,000
Permanent total disablement from usual occupation or occupation the individual is suited to	€25,000	€25,000
Temporary total disablement from normal church duties or usual occupation	€150 per week	€15 per week
Temporary partial disablement from at least 50% of the normal church duties or usual occupation	€50 per week	€10 per week

Key extensions

The cover provided by this section is extended to cover:

- Additional medical, dental, optical or surgical expenses for an accepted claim – up to €5,000 per person.
- Additional medical, dental, optical or surgical expenses for an accepted claim if a church committee member, clergy, employee or volunteer is assaulted whilst carrying out your activities – up to €7,500 per person (in addition to the above extension).
- Damage to clothing and personal belongings caused at the same time as an injury covered by this section – up to €1,000 per person.
- Unused travel and accommodation expenses as a result of withdrawal from a tour organised by you due to an accident or illness – €500 per person.

What is not covered

Please refer to **Section 5 Personal accident** within the policy document for full details.

- Any person under the age of 3 years or 80 years of age or older at the start of the period of insurance.
- 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. winter sports, flying (except as a fare-paying passenger) hang-gliding or parachuting etc.

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

What is not covered

Please refer to Section 6 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 €13,000,000. 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 employees of a motor vehicle that does not belong to you or provided by you, on your organisations 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 – €100,000 any one claim and in any one period of insurance.
- Legal liability for damages and legal costs arising from claims for abuse first made against you during the period of insurance - €6,500,000 in any one period of insurance.
- Legal liability arising from a claim made against you for libel or slander if the claim is made against you during the period of insurance – €400,000 any one period of insurance inclusive of all costs.
- Overseas personal legal liability for you, your family, employees and churchwardens arising from activities not connected to your church business whilst temporarily abroad on church business – €6,500,000 any one event.

What is not covered

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

- Liability arising from advice, design or specification whether given for a fee or not.
- Liability arising from pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident.
- Any liability connected with any error or omission in the provision of pastoral care services.
- Liability connected with any error or omission in the provision of professional counselling services.
- Liability arising from the use of inflatable 'bouncy castles' and similar children's amusements where you own the items or the provider of the items do not have their own insurance cover.
- Any claim for acts of abuse before the start date of the abuse cover, shown as the 'Retroactive date' in the policy document.

What are your obligations

Most Churches undertake a diverse range of activities and fundraising events including fetes, coffee mornings and concerts which this policy will provide cover for.

However, you must tell us if you are planning:

- Large events where attendance is likely to exceed 1,000 people.
- Hazardous or unusual events or activities such as firework displays, clay pigeon shooting or abseiling
- Significant overseas work or activities.
- Community outreach projects such as night shelters, advice services or food banks.

Things for you to think about

If the limits are insufficient to meet your needs please contact us or your broker.

Trustees' indemnity

What is covered

This section covers the personal legal liability of trustees arising from errors or omissions they make in the management of your church committee if the claim is made against the trustee and notified to us during the period of insurance.

Cover also includes the legal liability of your church committee if it is held legally liable for errors or omissions of trustees in their management of your church if the claim is made against you and notified to us during the period of insurance.

How much will you be insured for

Limit of indemnity – €2,600,000 any one period of insurance inclusive of all costs.

Key extensions

- If cover ceases, we will provide cover for incidents occurring prior to cancellation if these are reported within 30 days, or 12 months at an additional charge.
- If you cancel this cover, cover will continue for 10 years for trustees who retire prior to the date of cancellation.
- If more specific insurance is not in force, your trustees will be covered if they are, at your request, a trustee for another charity.
- Legal costs and expenses to get advice and representation if an official body investigates the affairs of the church committee.

What is not covered

Please refer to Section 7 Trustees' indemnity within the policy document for full details.

Liability resulting from:

- Fraud or reckless acts.
- The management of a pension fund.
- Employment disputes.
- Legal action brought within the USA or Canada.
- Anything that is done which is known to be a wrongful act.

Things for you to think about

- Please contact us if the limits are insufficient to meet your needs.

Professional indemnity

What is covered

We will cover you for your legal liability to pay damages, and for legal defence costs, in connection with civil liability arising from your professional services. Any civil liability is covered unless specifically excluded from this section.

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:

- Reasonable costs for public relations crisis management following an incident which would result in adverse publicity - €30,000 in any one period of insurance.
- Representation costs at properly constituted hearing tribunals or proceedings - €25,000 in any one period of insurance.
- Legal liability arising from the rendering of pastoral care (excluding professional counselling) if the claim is made against you and notified to us during the period of insurance:
 - €2,600,000 for injury to persons other than employees and damage to property not belonging to you.
 - €2,600,000 for financial losses.
 any one period of insurance inclusive of all costs.
- Indemnity for your appointed Independent Examiner for sums they become legally liable to pay as damages and costs as a result of errors or omissions in the independent examination of your accounts. The claim must be made against the Independent Examiner and notified to us during the period of insurance - €40,000 in any one period of insurance.

What is not covered

Please refer to Section 8 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 or previously notified under any other policy.
- We will not cover any individual committing or condoning a dishonest or fraudulent act.
- Any claim involving actual or alleged abuse.
- Any claim involving seepage or pollution.
- Any claim involving pension or employee benefit schemes.
- Breaches of data protection legislation.
- Fines and penalties.

What are your obligations

Cover applies for your professional services in connection with your business, so it is most important you tell us about all your business activities.

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

Things for you to think about

Please see the Pastoral care key extension highlighted above. Pastoral care involves the use of counselling skills, ethical behaviour and confidentiality by those engaged in such work. Guidelines for good practice have been published by various church organisations and may be available from your diocese or church bookshop. It is important to keep up to date with current 'best practice'.

In the delivery of pastoral care services to individuals, if matters remain unresolved, it is strongly recommended that (unless there are prior concerns) after six such pastoral care meetings relating to a particular issue, the recipient should be advised to seek professional counselling.

NB. The cover does not embrace counselling and despite common features it is important to differentiate between the activities of pastoral care and counselling.

Counselling is increasingly recognised as a profession (although perhaps undertaken as an unpaid vocation). Established counselling associations provide training, accreditation and require the observance of a code of practice. Supervision is also an important feature. Persons engaged in professional counselling should ensure they have their own specific counselling indemnity insurance.

Please contact us if you require further information.

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 of €250,000 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 in total for all such awards in any one period of insurance).

Cover is provided for the following legal issues:

- Property protection
- Bodily injury
- Legal defence
- Employment disputes and financial compensation awards
- Tax protection
- Contract disputes where the amount in dispute is over €300 (excluding VAT)
- Debt recovery for debts over €300 (excluding VAT)

What is not covered

Please refer to Section 9 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.
- Any claim reported more than 180 days after the date you should have known about the insured event.
- Problems that do not relate to your business activities.
- Contract disputes - the first €600 of legal costs unless the dispute is to be dealt with under the Small Claims Court procedure.
- 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.
- Any allegation against the insured person involving assault, violence or defamation.

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.

Do not forget

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.

Theft by officials

What is covered

This section covers you for loss of your money caused by an act of fraud or dishonesty of an employee, official or volunteer. In addition, cover is provided for auditors' fees which you incur to substantiate the loss.

How much will you be insured for

The standard limit is €100,000 for any one claim.

Electronic money

The cover provided includes theft involving electronic transfer of your funds.

What is not covered

Please refer to Section 10 Theft by officials within the policy document for full details.

- Losses discovered more than 24 months after this cover ends.
- Repeated acts of theft by the same official once you have become aware of their dishonesty.

What are your obligations

- You must use due diligence in the selection of officials.
- You must tell us within 14 days of a theft or suspicions of a theft.
- You have a duty of care to take all steps to prevent further losses.
- You must ensure your accounts are audited every 12 months if required by your regulator.
- You must take all precautions to prevent theft by any official who has left your service, including ensuring that any alarm codes, security codes, access codes and passwords are changed or deleted.

Things for you to think about

Please contact us or your broker if:

- The limits are insufficient to meet your needs.

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 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
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 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 Church 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):

- Commercial legal advice helpline.
- Counselling helpline for your employees and their immediate family members who live with them, 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

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

If you would like this booklet in large print, braille or in 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.



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

Ecclesiastical Insurance Office plc Reg. No. 24869. Registered in England at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. Registered Branch in Dublin, Ireland. Reg No. 902180. 2nd Floor, Block F2, EastPoint, Dublin 3, D03 T6P8. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom (Firm Reference Number 113848).