

# Charity and Community Insurance Ireland

SUMMARY OF COVER



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# Charity and Community Insurance Ireland

## summary of cover

### Introduction

Our Charity and Community insurance policy has been designed to meet the demands and needs of those wishing to insure the risks associated with the running of a registered charity or other not for profit organisation.

This document summarises the main covers, features and exclusions of the Charity and Community insurance policy.

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

### Charity and Community Insurance – at a glance

**Our Charity and Community insurance policy offers you a wide range of optional sections, as follows:**

Section of cover	Overview
Property damage	Covers the buildings, contents, stock and personal possessions on an 'All Risks' basis of cover.
Fine art and collections	Covers fine art collections or antiques on a market or agreed value basis to account for antique or artistic value.
Equipment breakdown	Covers accidental breakdown on a range of equipment.
Business Interruption	Covers the amount of loss or additional costs (including donations and grants, if required) as a result of the business being interrupted following property damage.
Goods in transit	Covers damage to your goods whilst in transit.
Money with assault extension	Covers loss of money whilst in transit or in a locked safe and benefit payment to employees and volunteers following bodily injury during an attempted robbery or hold up.
Personal accident	Benefit payments following accidental injury to, or death of employees & volunteers.
Loss of registration/licence	Covers your loss of revenue or the depreciation of your financial interest in the premises following the withdrawal of the registration or licence.
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.
Reputational risks	Provides cover for the damage to the organisation's reputation.
Hirers' liability	Provides protection to third parties who hire out your premises.
Professional indemnity	Covers wrongful acts and errors arising from professional services or advice.
Trustees' and management liability	Covers individual trustees if they are found liable at law for errors or omissions in the management of the organisation. Option to extend cover to include the liability of the organisation which arises from errors made by their trustees.

continued

<b>Section of cover</b>	<b>Overview</b>
Cyber	Covers your computer systems following a cyber attack or data breach.
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.
Fidelity	Covers the loss of money or goods caused as a result of theft by your employees or volunteers.

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

This policy allows you to choose which sections of cover you wish to insure. You must consider each section carefully.

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 provides 'All Risks' cover for buildings with the option to insure for subsidence, contents, stock, personal possessions; including possessions of volunteers.

All risks means damage by any event not specifically excluded from this section.

## 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.

## Key extensions

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

- Raffle prizes and donated goods - €2,500 any one item, €7,500 any one claim.
- Deterioration of refrigerated stock following the failure of the unit, failure of the electricity or gas supply of contamination from refrigerated fumes - €7,500 for contents of any unit and €25,000 in any one period of insurance.
- Damage to the buildings by theft – where theft is insured it extends to include the following, unless scaffolding is in place at the premises or the building is unoccupied:
  - Repairs following theft of the fabric of the building provided the buildings is insured
  - Damage caused by theft of contents provided the contents are insured.
  - Damage to buildings 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.
- The cost of gaining access to your premises and/or replacing locks and keys including safe locks if keys are stolen or lost - €10,000 any one period of insurance.
- All risks cover for the following property away from the premises whilst anywhere in the Republic of Ireland, Northern Ireland, England, Scotland, Wales, the Channel Islands and the Isle of Man (unless stated otherwise):
  - Contents items temporarily removed for cleaning, repair and renovation – up to the sum insured.
  - Personal belongings of directors, trustees, official partners, employees, residents and volunteers (including visitors and members) whilst on your business - €600 per person and €300 for any one item.
  - Unspecified items other than personal belongings - €4,000 any one claim.
- Additional stock for any exhibition, event or fundraising event - €15,000 any one claim.
- 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 €1,000,000 in respect of both buildings and contents (whichever is the less).
- Property bequeathed to you a) buildings - 10% of the building sum insured or €600,000 (whichever the less) b) all other property - €75,000 any one bequest and €7,500 single article limit.

## What is not covered

- Wear and tear or any gradually operating causes.
- Erasure, loss, distortion or corruption of information on computers systems or other records, programs or software.
- Damage caused following theft unless there is clear forcible and violent entry to or exit from the buildings.
- Subsidence – option to include this cover.
- Any value attached to an item of contents by reason of its antique or artistic value.

## Are there any restrictions?

- The following limits apply under the contents item:
  - Groundsperson's equipment, fixtures including floodlighting and external lighting security equipment fixed to the exterior of the building or in the grounds, fixed or unfix equipment, garden decorations and ornaments, monuments, memorials, statues, bridges and garden furniture, signs and nameplates fixed to the building or positioned outside but in the immediate area of the premises - €25,000 for all claims in any one period of insurance.
  - Computer systems records - 5% of the contents sum insured any one claim.
  - Prints, paintings, drawings, rare books, pieces of tapestry, sculptures or other works of art - €7,500 for all claims in any one period of insurance.
  - Jewellery, precious stones or precious metals, bullion, furs or curiosities - €1,500 for all claims in any one period of insurance.
  - Personal belongings of directors, trustees, official partners, employees, residents and volunteers, whilst at the insured premises - €3,000 per person any one claim.
  - Personal belongings of visitors and members, whilst at the insured premises - €750 any one claim.
  - Personal money of directors, trustees, official partners, employees, residents, volunteers, visitors and members, whilst at the insured premises - €150 per person any one claim.
  - Wind turbines less than 10kW generating capacity, solar panels less than 50kW generating capacity, photovoltaic panels less than 50kW generating capacity - €25,000 for all claims in any one period of insurance.
- If a building becomes unoccupied for a period exceeding 30 days cover will reduce to fire, aircraft, earthquake and impact.

## What are your obligations?

You must tell us as soon as reasonably possible if:

- The use of the building ceases and the building becomes vacant for a period exceeding 30 consecutive days.
- There is a change to your business activities.
- You are planning any large events.

### Things for you to think about

If any of the following apply please contact us:

- Your sums insured are not sufficient to meet your needs.
- The extension limits are not sufficient to meet your needs.
- You require cover for subsidence.
- You have items of contents where claims settlement based on a replacement with a modern equivalent would not reflect their antique or artistic value.

# Fine art and collections

## What is covered

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

## Agreed value

The value agreed by you and us, this will be based on a recent expert valuation arranged by you. This will be used as the basis for any claims settlement.

## Market value

The price a willing buyer would pay for the item(s) immediately prior to the loss, taking into account the state of the market for goods of that type and the size and condition of the goods.

## Key extensions

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

- An allowance of up to 60 days for you to tell us about new acquisitions. From the time you acquire the item until the date you tell us about it, cover is provided up to 10% of the total sum insured or €250,000 (whichever is lower) for the type of item.
- The cost of defence or payment of damages if an item covered has defective title. If you have to relinquish possession of the item we will pay the amount you paid for it – €600,000 (including legal costs) for all claims in any one period of insurance.
- The cost of repair and any reduction in value if an item is damaged by a professional restorer.
- Uncompleted works of art, jewellery, watches or furs which are damaged prior to completion or cannot be completed due to the artist's death - €35,000 in any one period of insurance.
- Cover is provided for items whilst temporarily removed from your premises and in transit – €6,000,000 or the sum insured (whichever the lower) in respect of art and €22,500 in any one period of insurance in respect of jewellery, watches or furs.
- Loss from an unattended vehicle provided the vehicle is locked, alarmed and the property is out of sight in a locked boot or compartment – €15,000 for all claims in any one period of insurance.
- The cost of moving items and keeping them in secure storage if the premises becomes unoccupied due to sudden damage or loss at the premises or statutory or regulatory body prohibits use of the premises.

## What is not covered

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

## What are your obligations?

Conditions apply in relation to packing and transportation, loaned items and items given to a third party.

# 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.
- Additional costs incurred to gain access to repair or replace the insured item following an accident, subject to the business interruption section of the policy being insured - €20,000 any one accident.

## What is not covered

- 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.

## 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 revenue (which can include donations and grants, at your request) and the increased running costs of your organisation or loss of rent received following damage insured under the Property damage section.

In addition, cover can be 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 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 sums insured provided by you.

## Key extensions

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

- Access to your premises following damage to neighbouring property.
- Access to your premises being restricted by any action of Government, the Gardaí, emergency services or a local authority due to an emergency which could endanger human life or neighbouring property – €20,000 any one period of insurance.
- Damage at the site of any supplier specified in the schedule - €150,000 any one incident. Damage at the site of unspecified suppliers - €75,000 any one incident.
- Accidental failure of the supply to your premises in respect of electricity, gas, water or telecommunications - €15,000 any one claim.
- Reinstating lost data following damage to computer equipment at your premises - €40,000 any one period of insurance.
- Costs you incur to avoid interruption with computer operations following damage to computer equipment at your premises - €40,000 in any one period of insurance.
- Damage at premises, other than your own where you are holding or participating in an event – €15,000 any one incident.
- Prevention or restriction of access to your premises following murder, food poisoning, defective sanitation or vermin occurring or being discovered at your premises – €400,000 or 25% of the sum insured or limit of liability (whichever the less) any one occurrence, discovery or accident.

## What is not covered

- Loss where there is unnecessary delay on your part in repairing or replacing the property.
- Loss following damage where property damage covering your interest in the property at the premises is not in force.

## What are your obligations?

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

### Things for you to think about

- Your sums insured are 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.

# Goods in transit

## What is covered

Damage to your goods whilst in transit by road vehicles operated by you or a haulier or whilst being sent by parcel, post or rail anywhere in the Republic of Ireland, Northern Ireland, England, Scotland, Wales, Channel Islands and 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.

## Key extensions

- Damage to clothing and the personal effects of drivers employed by you - €600 per person.

## 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.
- Gradual deterioration or wear and tear.
- Damage to property in open vehicles by weather or theft or attempted theft.
- Deterioration of refrigerated goods following breakdown or failure of refrigeration equipment.
- Theft or attempted theft committed or assisted by your directors, trustees, employees or volunteers or from an unattended vehicle unless all windows and other points of access are closed and locked, security devices set and the vehicle is in a securely locked building or security park between 9pm to 6am.
- Damage caused by scratching, denting or bruising.

# Money with assault extension

## What is covered

This section can provide cover for loss of money as detailed below. Please contact us or your broker to discuss the limits available.

- Non-negotiable money such as crossed cheques.
- Money on the premises during business hours or in transit.
- Loss of money from a locked specified safe in your building - limit will depend on the make and model of the safe.
- Vending/gaming machine.
- Loss of money whilst in the home of any employee or authorised volunteer.
- Collection tins or envelopes.
- Any other loss.
- Money in an unspecified safe out of business hours.

## Optional Cover:

- Assault benefit payable if an employee or authorised volunteer, aged 16-80 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, partners, trustees, employees, authorised volunteers or representatives personal belongings following theft or attempted theft of money.
- Damage to money following the dishonesty of a director, trustees, employee or authorised volunteer - €3,000 per person and €7,500 in any one period of insurance.
- Loss following the fraudulent use of a business credit or debit card – €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 business or any of your directors, trustees, partners, employees or authorised volunteers by a third party for the purposes of obtaining credit – €1,500 any one period of insurance.
- Double the limit for money: in transit; in bank night safe; in the home of an employee or authorised volunteer; or in a locked safe, all for the period from two days before to seven days after a fund raising event.
- Where assault cover has been included and we accept the claim, we will pay additional medical expenses of employees or authorised volunteers - Limit €750; €30 a day up to €300 if following the injury the insured person 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.
- Clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques or the use of counterfeit money.
- Loss from unattended vehicles.

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

- All safe/strongroom keys and combination codes/locks must be kept in immediate personal control of an authorised responsible person.
- Money in transit of €4,000 or above must be escorted as follows:
  - €4,000 to €6,000 - 2 persons
  - Over €6,000 less than €12,000 - 3 persons
  - €12,000 or over - a professional security firmIn addition to protecting your funds the escort condition helps keep your employees and volunteers safe.

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

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

# 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), eye(s) hearing or speech.
- Permanent total disablement.
- Temporary total disablement – weekly benefit.
- Temporary partial disablement – weekly benefit.
- Permanent partial disablement – optional cover.

## How much will you be insured for

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

## Key extensions

The cover provided by this section is extended to include:

- Additional medical expenses for an accepted claim of an insured person – up to €3,500 per person. An additional payment will be made for an accepted claim if the injured insured person is admitted for in-patient treatment – €30 a day up to €300.
- Damage to clothing and personal belongings caused at the same time as an injury covered by this section – up to €750 per person.
- If a person disappears and his/her body is not found within 12 months, subject to there being evidence to conclude accidental bodily injury occurred then the benefit under the death cover will be paid.

## What is not covered

- Any person under the age of 16 years or above the age of 80 years.
- Suicide or deliberate self-injury, intoxication, sexually transmitted infections, insanity, pregnancy, childbirth or under the influence of drugs.
- Pre-existing health issues.
- Certain hazardous sports or activities.
- Employees and volunteers are not covered whilst travelling, in connection with the business to a destination to which the Department of Foreign Affairs and Trade have advised against all or all but essential travel before the trip.

### Things for you to think about

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

# Loss of registration/licence

## What is covered

Covers the depreciation of your financial interest in the premises or your loss of revenue following the withdrawal of the certificate or licence outside of your direct control. The following covers are available:

- Care registration.
- Premises licence.
- Wedding licence.

## How much will you be insured for

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

## What is not covered

- Any claim if you are entitled to compensation under any Act of the Oireachtas or legislation for the cancellation.
- Cancellation arising from town or country planning, improvement or redevelopment.
- Cancellation resulting from an alteration in the law.
- Premises which are altered without approval of the authority or not maintained in a good state of repair.
- Bankruptcy or insolvency.

## What are your obligations?

- To advise us of cancellation or you receiving notice of a proposal to cancel or you becoming aware of any circumstance which may result in cancellation within 24 hours.

# 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, which occurs during the period of insurance and in connection with your business, as described in your policy schedule.

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 and in connection with your business, as described in your policy schedule.

The standard limit is €6,500,000, higher limits are available. Other than for claims bought 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.
- Personal legal liability of residents and resident staff arising from activities not connected to your organisations business - €6,500,000 any one event.
- Overseas personal legal liability arising from activities not connected to your organisations business whilst abroad on your organisations business, including liability incurred by accompanying family members – €6,500,000 any one event.

## 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 advice, design or specification whether given for a fee or not.
- Cost of recall, removal, repair or replacement of any product supplied by you.

## What are your obligations?

Most organisations host 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 or hazardous activities such as firework displays, clay pigeon shooting, abseiling or any event where attendance is likely to exceed 1,000 people.
- Work or visits overseas (other than occasional, low-risk trips such as conferences).
- Any change to your usual business activities that you have declared to us.

### Things for you to think about

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

# Reputational risks

## What is covered

Damage to the organisation's reputation including:

- Libel and slander.
- Costs to manage a public relations crisis after an event insured under the Liabilities, Trustees' and management liability and/or Professional indemnity sections.
- Interruption or interference of the business following death or immoral act of your organisation's patron.

## How much will you be insured for

- Libel and slander - €250,000 in any one period of insurance.
- PR Crisis communications - €30,000 any one claim and in any one period of insurance.
- Death of your patron - €30,000 in any one period of insurance.

## What is not covered

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

## What are your obligations?

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

### Things to think about:

- Whether wider PR crisis cover is required that is not limited to a claim under the Liabilities, Trustees' and management liability and/or Professional indemnity sections.



# Hirers' liability

## What is covered

This covers third parties, who hire out your premises against their legal liability to pay damages to a member of the public for injury or damage to your property which occurs during the period of insurance.

## How much will you be insured for

The standard limit of indemnity is €2,600,000 including legal costs. The limit applies to any one event or all events happening during the period of insurance caused by products.

## What is not covered

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

## What are your obligations?

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

# Professional indemnity

## What is covered

- Cover 1 Legal Liability - Legal liability for wrongful acts arising from the provision of your professional services or advice. It includes legal liability as a business following dishonest acts of your employees and authorised volunteers, including unintentional breach of confidentiality, libel and slander or any other civil liability.
- Cover 2 Loss of documents – (a) Costs in restoring or replacing any documents that have been unintentionally destroyed, damaged, mislaid or lost - €250,000 in any one period of insurance (b) any settlement damages, interest and claimants costs of any document that has been unintentionally destroyed, damaged, mislaid or lost.
- Cover 3 Defence costs and expenses - (a) Defence costs and expenses in defence, investigation or settlement of a claim under Cover 1 & 2(b) (b) the investigation of any circumstance notified to us, as soon as practicable which may rise to a claim.

## How much will you be insured for

A range of limits of indemnity are available in respect of Cover 1. 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. The limit is the maximum amount we will pay in any one period of insurance for all claims or losses.

## Key extensions

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

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

## What is not covered

- The consequence of any circumstances known to you at the commencement of this cover which may give rise to a claim.
- Bodily injury, sickness, disease, emotional distress, mental anguish, mental stress or death of any person unless caused by a wrongful act.
- Bodily injury, sickness, disease, emotional distress, mental anguish, mental stress or death of any person receiving medical advice, diagnosis or treatment.
- Actual or alleged physical abuse, sexual harassment or sexual molestation.
- Any claim or circumstance connected with a dishonest or fraudulent act or omission of any former or present trustee, principal, partner, director, officer or member of the management committee, consultant or sub-contractors.
- Any claim or circumstance on behalf of any parent or subsidiary company.
- Clinical trials.
- Any contract for the provision of goods or services to you or sold, supplied, made or installed by you.
- Depreciation or loss of investment which arises from fluctuations in the financial stock or other markets.

## What are your obligations?

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

# Trustees' and management liability

## What is covered

Trustees' liability – covers the personal liability of trustees, officers, directors or members of the management committee arising from errors or omissions they make in the management and administration of the organisation.

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.

## How much will you be insured for

The most we will pay in the period of insurance is €125,000 (€50,000 in respect of claims made against the insured or trustee for lost or damaged documents)

## Optional Cover:

Trustees' and management liability – covers the trustees and the organisation for wrongful acts by trustees, officers, directors, shadow director, members of the management committee or employees from error or omissions they make in the management and administration of the organisation.

A range of limits of indemnity are available.

## Key extensions (applicable to trustees' and management liability cover only):

- In the event of us cancelling this section of the policy (excluding cancellation for non-payment) and you do not arrange cover by a similar policy, an extension in this section of cover can be provided for 30 days or 12 months at an additional charge.
- Continuation of cover for 72 months from the date the cover is cancelled in respect of any retired trustee or employee.
- Wrongful act committed by a trustee whilst acting as a trustee of another not-for-profit entity.
- Emergency costs and expenses – 10% of the limit of indemnity.

## What is not covered

- Claims or circumstances which may give rise to a claim known to you at the start of the cover.
- Bodily injury and property damage (other than damage to documents).
- Liability arising from counselling, advice or other service.
- Administration of any pension or retirement fund or scheme.
- Employment disputes.

## What are your obligations?

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

# Cyber

## What is covered

Protection for your computer systems following a cyber attack or data breach including:

- Costs of dealing with claims made against you in respect of:
  - Failing to secure data or prevent unauthorised access to data.
  - Unintentionally transmitted or failing to prevent transmission of a computer virus, hacking attack or denial of service attack from your computer system to a third party.
  - Loss of reputation or intellectual property rights breached.
- Costs for the following if you have failed to keep your data privacy obligations:
  - Hiring professional and legal forensic IT services to investigate.
  - Informing affected parties and other relevant third parties.
  - Providing support services to affected parties.
  - Public relations and crisis management expenses.
- Costs of damage to your computer system, restoring and recreating data and any business income losses.
- Option to insure for cyber crime – we will pay for the following:
  - Your financial loss as a result of a fraudulent input, destruction or modification of data in your computer system or your service providers computer system.
  - Any payment you are liable for to your telephone service provider as a result of hacking into your computer system.
  - Cost of employing specialist support to verify the threat is genuine and to help respond to the threat.

## How much will you be insured for

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

## Key extensions

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

- The cost of locating and removing a computer virus from your system and the cost of hiring professional consultants to avoid corruption - €15,000 in any one period of insurance.
- Professional consultant fees to carry out security audit to assess weaknesses - €15,000 in any one period of insurance.
- Costs to prevent or minimise actual or expected damage or other loss covered by this section - €15,000 in any one period of insurance.
- Cost of making temporary repairs and fast track permanent repairs, replacements or restoration - €15,000 in any one period of insurance.
- Extra staffing costs and fee charges by your usual auditor or accountants as a result of providing the information we need to work out the amount we should pay - €15,000 in any one period of insurance.

## What is not covered

- Any loss of business income during the time period shown in the schedule (time excess).
- Claims brought against you by another person insured under the policy, your parent or subsidiary company or company which you are a director, partner or employee.
- Goods, products or software sold, supplied, manufactured, repaired or installed by you.
- Cost of correcting any failings in procedures, systems or security.
- Circumstance which existed before the cover commenced and which you knew about.
- Extortion, blackmail or ransom payments or demands other than in connection with optional cyber crime.
- Deliberate act of failure to prevent or minimise injury or damage to your hardware, loss of business income or claim for damages.
- Losses due to wear and tear, gradual deterioration and reduction in performance.
- Failure or interruption of any electrical power supply, network or telecommunication network not owned or operated by you. Loss, damage or expense resulting from or in connection with any action taken to prevent or suppress any act of terrorism
- Cyber crime – financial loss from fraudulent use of credit or debit card.

## What are your obligations?

- You must notify us of any incident or circumstance that may result in a claim as soon as possible
- Ensure appropriate procedures are in place for disposing and/or destroying hardware and copies of files.
- Take reasonable care to prevent or reduce loss or damage– ensure your hardware is maintained and inspected, records are kept of data back-up procedures.
- Your computer system must be protected by a virus-protection software package licenced to you and updated at least every 7 days.
- Back up original data at least every 7 days.

### Things to think about:

- If you feel the cover or limits are not wide enough to meet your needs please contact us or your broker to discuss.

# 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. The standard limit is €250,000, higher limits are available. The cover includes 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 awards is further limited to a €2,500,000 limit in total for all such awards in any one period of insurance).

Cover is provided for the following:

- Employment practices, legal protection and employment financial compensation awards.
- Legal defence.
- Statutory licence appeal.
- Contract disputes for disputes over €300 (excluding VAT).
- Debt recovery for debts that exceed €300 (excluding VAT).
- Property protection and personal injury.
- Tax protection.

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

## 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.

## 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 Isle of Man, the Channel Islands, Switzerland and Norway.

# Fidelity

## What is covered

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

## How much will you be insured for

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

## Key extensions

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

## What is not covered

- Repeated acts of theft by the same official once you have become aware of their dishonesty.
- Any unexplained shortages.

## What are your obligations?

- Cover will be subject to you complying with our minimum standards of control in respect of supervision, accounting procedures and checking the security of money or goods.
- You must obtain satisfactory references to confirm the honesty of all employees who are responsible for money or accounts.
- Upon the termination of service of any employee you take all reasonable precautions to prevent a loss by changing, deleting or invalidating alarm and security codes or passwords the employee had knowledge of or access to.

## Things for you to think about

- The limit of indemnity is not sufficient to meet your needs.

# 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.

## **Where are you covered?**

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

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.iescs.org.uk](http://www.centralbank.iescs.org.uk)**

### **The Financial Service Compensation Scheme**

This scheme was set up under the terms of the United Kingdom Financial Services and Markets Act 2000.

It extends to include policies issued by the Republic of Ireland branches of United Kingdom insurers, provided they are authorised by the PRA. The Financial Services Compensation Scheme (FSCS) is an independent body, set up by the UK Government, which may be able to compensate you in the unlikely event we are unable to meet our obligations to you. Some restrictions apply to the FSCS.

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

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

### **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 Charity and community insurance policy, you also have access to 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 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.

# Notes

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

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

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

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

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

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

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



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).