

# summary of cover

EDUCATION INSURANCE



 **Ecclesiastical**

Republic of Ireland

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# This is a summary of the cover provided by the Ecclesiastical Insurance Office plc Education Insurance policy

## The policy offers you insurance for

- Property damage – For fire, storm etc. Subsidence is an option. There is a Property damage plus option available for insuring special items in and away from your premises
- Your loss of income and/or additional costs following an interruption caused by a buildings or contents claim
- Liabilities – Employers' liability, Public and products liability
- Legal expenses
- Money
- Personal accident – for staff
- Professional indemnity – For any wrongful act occurring or committed in good faith by you or your governors and officers

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

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



## In addition

- Where you have selected Property damage you will automatically receive Equipment breakdown cover; helping you to get an extensive range of equipment up-and-running again

# Property damage

Under this section you can insure your contents and/or buildings, personal possessions, groundsmen's equipment and boats.

## How will my claim be settled?

For buildings, the basis of settlement will be the cost of repair or replacement as new.  
For contents, the basis of settlement will be replacement as new.

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

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

### Features and benefits

#### Sums insured

You select the sums to be insured for the above items.

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

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

#### Inflation protection

'Day One' – inflation protection for when it may take a number of years to re-build or replace your property following a major loss. You provide a 'Declared Value' (the cost of rebuilding or replacing the property now) and choose the uplift you require for inflation eg 15%, 25%.

'Index-linking' – unless you advise otherwise we automatically index-link sums insured and estimates.

#### Excess

That is, the first amount of each claim for which you are responsible.

*Note: you can ask about increasing the excess in exchange for premium discount.*

### Significant exclusions and limitations

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

If we have valued your building and you have accepted our valuation then in the event of underinsurance your claim will not be reduced. Otherwise, in the event of underinsurance the amount we pay for any claim will be reduced in proportion to the degree of underinsurance

The excess will be agreed with you when you arrange cover and will be confirmed on the policy schedule

### Features and benefits

#### What events are insured?

The policy covers a range of insured events such as fire, malicious damage, storm, escape of water and accidental damage.

Subsidence is an option that may be included.

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

### Significant exclusions and limitations

You must tell us straight away about any buildings which become unoccupied or undergo a change in use. We will notify you of the cover we will provide and any additional precautions that are required

- excluding subsidence to artificial playing surfaces, swimming pools, paved areas and the like unless the problem also affects a building insured by the policy
- excluding theft where your employees or representatives are involved

### Special features

The following are automatically included with Property damage, unless we tell you otherwise.

#### Features and benefits

#### Property away from the premises

Contents and personal possessions cover includes whilst anywhere in the world in connection with organised educational trips, at the homes of employees or at exhibitions.

Similar cover is available for items removed on a more permanent basis eg loaned to students, under the 'Property damage plus' section of the policy.

#### Significant exclusions and limitations

- excluding theft from motor vehicles unless they are locked, the property is stored out of sight and there are visible signs of forcible entry

## Features and benefits

### Property in the open at the premises

Contents cover includes lighting and security equipment, other equipment, garden decorations and ornaments in the grounds.

Plus signage outside but in the vicinity of the premises.

Groundsmen's equipment.

### Extensions and renovations

You must tell us about these as they are a 'material fact', which may change our view of the risk to be insured. In most cases we can continue to offer cover but we may ask for additional precautions to be put into place.

You don't need to tell us about general repairs or redecorating that does not involve the use of scaffolding.

### Temporary storage and accommodation

Costs of temporary storage of contents following insured damage.

Costs of temporary accommodation for you and your staff (and their family) who live at the premises following insured damage.

## Significant exclusions and limitations

### Limit

€15,000 (applies to other equipment, garden decorations and ornaments only)

### Limit

€5,000 (signage)

### Limit

€7,500

- your policy could be invalidated if you fail to tell us about major renovations or building works

### Limit

10% of the buildings sum insured in any one period of insurance

### Limit

20% of the sum insured on contents in any one period of insurance

If the above is not sufficient, allow for such expenses under your Business interruption sum insured

## Features and benefits

### Public authorities

Covers the additional costs to comply with building or other regulations under law following a fire or other insured event under the Property damage section.

### Damage to the buildings by theft

Following theft or attempted theft of contents or the fabric of the building

## Significant exclusions and limitations

### Limit

15% of the buildings sum insured

- excluding requirements in place before the damage occurred

### Limit

€7,500 any one period of insurance for repairs to insured buildings following theft of the fabric of the buildings including external metal

€7,500 any one period of insurance for damage to insured property due to entry of rain water following theft of the fabric of the building

€25,000 any one period of insurance for damage to the buildings following theft or attempted theft of insured contents

- excluding losses when scaffolding is erected at the premises unless we have agreed in writing to continue cover

## Plus

**Free 24-hour helpline service provided by DAS Legal Expenses Insurance Company Limited (DAS) for all our Education Insurance policyholders**

### Business assistance

In the event of an unforeseen emergency, which causes damage or potential danger to your property you can call upon DAS, who will contact a suitable repairer or contractor on your behalf.

# Equipment breakdown

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

## How will my claim be settled?

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

### Features and benefits

#### What is the equipment that is covered?

Any electrical or mechanical equipment unless excluded.

This includes:

- Lifts, central heating and air conditioning systems
- Boilers are covered for breakdown and explosion
- Security and sound systems
- Photocopiers and office equipment
- Retail equipment such as bar code scanners and credit card payment systems

#### Computers

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

For computer equipment outside the premises, cover is for breakdown and resulting business loss. The equipment must be in the custody or control of you, or of your employee, within the European Union.

### Significant exclusions and limitations

#### Limit

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

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

#### Limit

€375,000 for all claims in any one period of insurance

- excluding computer viruses and hacking

## Special features

### Features and benefits

#### Expediting expenses

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

#### Loss avoidance

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

#### Business interruption

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

#### Reinstatement of data

Costs incurred in reinstating data following a computer breakdown.

#### Increased cost of working

Costs incurred in maintaining computer operations following a computer breakdown.

### Significant exclusions and limitations

#### Limit

€22,500 any one period of insurance

#### Limit

€7,500 any one period of insurance

#### Limit

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

- excluding claims arising from the need to reconstruct or re-input data or programs

#### Limit

€37,500 any one period of insurance

- excluding losses discovered later than 180 days after the loss occurred

#### Limit

€37,500 any one period of insurance

# Business interruption

This section provides you with cover for your loss of income or your extra expenses in running the business following an insured event such as fire.

## How will my claim be settled?

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

### Features and benefits

#### Loss of revenue

Covers your trading losses which follow a damage claim under the Property damage section.

Cover is provided up to a period chosen by you – the 'maximum indemnity period'.

The cover includes reasonable additional expenditure which is not limited to the amount of revenue saved and may be used for resuming or maintaining normal business operations.

#### Other venues

Pays if you are affected by damage at premises where you are carrying out an exhibition or fund-raising event, by a cause which is covered under your policy.

#### Specified disease, murder, rape or suicide, food poisoning, defective sanitation accidentally caused, vermin

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

#### Prevention of access

To the premises as a result of damage – which would be covered by your policy – to neighbouring property. Or, following action of the government, police or local authority due to an emergency which could endanger human life or neighbouring property, lasting over four hours.

#### Death of students

Covers loss of revenue as a result of the accidental death of two or more students.

### Significant exclusions and limitations

#### Limit

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

In the event of underinsurance a deduction will be made when settling claims. This means that the amount we pay for any claim will be reduced in proportion to the degree of underinsurance

#### Limit

€15,000 any one incident

#### Limit

€375,000 or 25% of the loss of revenue sum insured, whichever is the less (can be increased upon request) for this extension the maximum indemnity period is 12 months

#### Limit

The loss of revenue sum insured will apply

#### Limit

One eightieth of the net term's fees for each uncompleted day for up to 12 months

# Liabilities

This section of the policy provides you with the option to cover employers' liability and public & products liability.

## How will my claim be settled?

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

### Features and benefits

#### Employers' liability

Covers the legal liability of the policyholder for accidents to or illness of employees sustained in the course of their employment.

#### Public and products liability

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

The standard policy does not include an abuse exclusion.

#### Indemnity for teachers and other representatives

The policy indemnifies the educational establishment – and its employees, governors and students – against legal liability happening in connection with your business or activities, including educational trips at home and abroad.

#### Overseas personal liability

At your request, the policy will also indemnify your employees for personal liability ie not arising from your business, but whilst they are outside the Republic of Ireland/UK on your behalf. Provided the liability is not insured elsewhere.

#### Libel and slander

Covers your liability, on a 'claims made' basis, for libel and slander made in good faith.

### Significant exclusions and limitations

#### Limit

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

#### Limit

You choose the limit of indemnity you require eg €2,600,000, €6,500,000 or €10,000,000

#### Limit

The indemnity limit for public and products liability will apply

- Excluding manual employees (such as carpenters, maintenance staff etc.) outside the European Union

*Note: please advise us of any trips that are not 'standard' eg that might involve the students in project work*

#### Limit

€2,600,000 any one event

#### Limit

€100,000 any one event

## Features and benefits

### Trustee insurance

Covers the personal liability of members, trustees, directors and officers of your management committee arising from errors or omissions they make in their internal management and administration duties.

Cover is also provided for legal liability resulting from the loss or damage of business related documents.

## Significant exclusions and limitations

### Limit

€25,000 any one claim and €100,000 in any one period of insurance including legal costs and expenses

- Excluding claims arising from your day to day operations (these are dealt with by Public liability cover)
- This extension is in force only if you are permitted to effect this type of insurance

# Legal expenses (including Employment practices liability)

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

## Features and benefits

Legal expenses for a range of legal issues specified in the policy up to the limit of indemnity stated in the schedule for legal costs and expenses including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards (the latter are further limited to an aggregate limit in total for all such awards in any one period of insurance as stated in the schedule or policy wording).

## Significant exclusions and limitations

- You must let DAS know about any problems straight away or they may not provide cover if you have tried to deal with matters on your own.
- Problems must relate to your business activities in order for cover to apply.
- Any claims where you are bankrupt or become bankrupt at the start or during a claim are excluded.
- Except in certain circumstances, as specified in the policy wording, cover is subject to a "reasonable prospects of success" clause. "Reasonable prospects" is a 51% or greater chance of success, as assessed by a law firm or tax expert chosen by DAS.
- In certain circumstances, you may be free to appoint your own legal representative, who will be subject to the DAS standard terms of appointment, including an hourly rate of €150 per hour. Any costs that fall outside these standard terms will not be paid by us.

## Value-added services

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

# Money

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

## How will my claim be settled?

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

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

Features and benefits	Significant exclusions and limitations
Non-negotiable money such as crossed cheques, money orders and vouchers.	<p><i>Limit</i></p> <p>€375,000</p>
In transit, bank night safe or on the premises during business hours.	<p><i>Limit</i></p> <p>You choose a limit adequate to cover your maximum requirements</p>
While in a locked safe at the premises or other specified location.	<p><i>Limit</i></p> <p>You choose a limit adequate to cover your maximum requirements</p>
While on the premises (not in a locked safe) outside business hours.	<p><i>Limit</i></p> <p>€750</p>
For any other loss	<p><i>Limit</i></p> <p>€750</p>
Loss due to the dishonesty of employees discovered within 28 days.	<p><i>Limit</i></p> <p>Up to €3,000 per person, overall €7,500 in total for any one period of insurance</p>

## Optional extension

### Features and benefits

#### Money assault extension

This is optional with the Money section covering you if you or your employees are attacked whilst carrying your money.

### Significant exclusions and limitations

#### *Limit*

You choose the level of cover – the number of ‘units’ – required. One unit provides the benefits shown below. The most you can choose is ten units, this gives ten times the cover ie the death benefit is €37,500

#### *Per unit of cover*

Death	€3,750
Loss of limbs(s) or eyes(s)	€3,750
Permanent total disablement	€3,750
Temporary disablement from carrying out normal occupation	€37.50 per week
Medical expenses	15% of temporary disablement benefit

*Irrespective of the number of units the following benefits are also provided*

Dental expenses	€750 per person
Hospital in-patient	€30 a day (maximum €300)
Personal belongings	€750 per person

## Personal accident

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

### How will my claim be settled?

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

#### Features and benefits

You can insure yourself or your permanent employees against accidental injuries whilst working for the organisation. 24 hour cover may also be provided.

#### Significant exclusions and limitations

##### Limits

You are free to choose the amount of cover required

- excluding certain hazardous sports or activities

## Professional indemnity

Your legal liability following wrongful acts.

### How will my claim be settled?

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

#### Features and benefits

If you choose this section it covers the business, the directors & officers and any governor, trustee or employee for

- your legal liability following any wrongful act occurring or committed in good faith.
- your legal liability following the dishonesty of any person mentioned above.

The policy is on a 'claims made' basis which means it covers claims notified during the period of insurance.

An extension to this cover is your legal liability as a result of business documents being lost or damaged.

#### Significant exclusions and limitations

##### Limit

The standard limit of indemnity is €1,250,000, this can be increased to €2,500,000 on request. These limits include legal expenses and costs

- excluding claims arising from a breach of duty or act or omission committed before the cover start date (the 'Retroactive date' on the schedule)
- excluding cover for persons condoning or committing dishonesty or fraud
- excluding any claim brought in a court of law outside the European Union

# General information

## Significant conditions

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

You must tell us if the premises become unoccupied.

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

## Cancelling the policy

We have the right to cancel the policy by giving you 7 days notice in writing sent by recorded delivery to your last known address. If we cancel the policy we will refund the part of your premium which covers the cancelled period.

## Complaints

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:

DAS Legal Expenses Insurance Company Limited  
Europa House  
Harcourt Centre  
Harcourt Street  
Dublin 2  
D02 WR20

Tel: 01 670 7470

Email: [customerrelations@das.ie](mailto:customerrelations@das.ie)

## Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will

- Investigate your complaint diligently and impartially
- Keep you informed of the progress of the investigation
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision
- Respond in writing to your complaint as soon as possible

If you're not satisfied with our response, or we have not completed our investigation after eight weeks, we'll inform you of your right to take the complaint to:

### The Financial Services & Pensions

#### Ombudsman

Lincoln House  
Lincoln Place  
Dublin  
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 & Pensions Ombudsman can investigate complaints from all customers, except limited companies which have a turnover of €3m and above.

This complaints handling procedure does not affect your right to take legal proceedings.

### What if I need to make a claim?

#### For all claims other than legal expenses claims

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

**01 619 0300**

To report a new claim outside of business hours call

**1 890 252 877**

24 hour helpline

#### For legal expenses claims

Claim as soon as possible and within six months of the insured incident happening. You can write to:

**DAS Ireland,  
Europa House,  
Harcourt Centre,  
Harcourt Street,  
Dublin 2.**

Alternatively you can phone DAS on

**01 670 7470**

### The Insurance Compensation Fund & the Financial Services Compensation Scheme

Irish resident policyholders of Ecclesiastical Insurance Office plc may be in a position to claim from either the Insurance Compensation Fund or the FSCS. Brief details of each of these is outlined below:

#### 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 Central Bank website at [www.centralbank.ie](http://www.centralbank.ie)

### Financial Services Compensation Scheme (FSCS)

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 the independent body, set up by the UK Government, which gives you your money back if your authorised\* financial services provider goes into liquidation or administration.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

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

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

or write to:

Financial Services Compensation Scheme  
10th Floor Beaufort House  
15 St Botolph Street  
London EC3A 7QU

Tel: **0044 207 741 4100**

Fax: **0044 207 741 4101**

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

\* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

### Law applicable

This policy shall be governed by and construed in accordance with the law of the Republic of Ireland.

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FCA registration 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.gov.uk/register](http://www.fca.gov.uk/register)**

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

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

Or visit us at

**[www.ecclesiastical.ie](http://www.ecclesiastical.ie)**

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

**01 619 0300**

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



2nd Floor, Block F2, EastPoint,  
Dublin 3, Ireland

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