

# policy document

CHURCH PROTECTION



Republic of Ireland

Version 1

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# Introduction (not forming part of the policy)

## Policy information

**The policy is divided into a number of sections. Your schedule will show you which sections are in force and for how much you are insured.**

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

If your needs change, tell us. We will send you an updated schedule whenever the cover is changed and at each annual renewal date. Please retain the latest schedule with your policy booklet, together with any special notices we send you about the policy.

## Fund-raising events and special activities

Your policy is designed to include all the common mainstream activities of a church and church hall such as jumble sales, bazaars and flower festivals. However, please tell us in advance if you are considering any activities of a potentially hazardous nature such as clay pigeon shoots, fireworks displays, bouncy castles, rock climbing or abseiling. We will then confirm the insurance position, particularly in relation to public liability issues.

Detailed advice about events and hiring agreements can be found in our guidance notes and fact sheets which are available from your Insurance Consultant and Surveyor or on our website: [www.ecclesiastical.ie](http://www.ecclesiastical.ie)

## Useful information and telephone numbers

### Claims services

If you wish to report a new claim, the service is available 24 hours a day, 7 days a week.

For enquiries about existing claims, the service is available from Monday to Friday 9am to 5pm.

**The claims service number is**

**01 619 0300**

**Email [irelandclaims@ecclesiastical.com](mailto:irelandclaims@ecclesiastical.com)**

### Other enquiries

Monday to Friday 9am to 5pm

**01 662 4933**

**Email [ireland@eigmail.com](mailto:ireland@eigmail.com)**

You may wish to note the details of the Insurance Consultant and Surveyor (or other person) that you normally speak to in our organisation

Name

Telephone

For a wealth of information on our products and services why not visit our website at:

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

# Church Protection policy

## Preamble

The Ecclesiastical Insurance Office plc (the Company) and the Insured named in the schedule agree the following.

- 1** The Insured will pay the premium.
- 2** The Company will, subject to the terms and conditions of this policy, provide insurance under the sections specified in the schedule during the period of insurance or any subsequent period for which the Company shall accept the renewal premium.
- 3** The policy and the schedule must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears.
- 4** This policy shall be governed by and construed in accordance with the law of the Republic of Ireland.

## Insurance Act 1936

All moneys which become payable by the Company under the policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

## Stamp Duty

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1.

# General definitions

Each time any of the following words or phrases appear in this booklet in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below unless more specifically defined under each individual policy section.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

## ***Authorised clergy***

means any ordained minister.

## ***Authorised volunteers***

means voluntary workers acting under ***your*** authority whilst engaged in ***your*** business or authorised activities.

## ***Buildings***

means the building built of brick, stone or concrete and roofed with slates, tiles, concrete, metal or slabs composed of incombustible mineral ingredients unless otherwise stated.

### ***Buildings include:***

- (a) all stone and timber fixtures such as reredoses, lecterns, fonts, pulpits, screens, panelling, pews, stalls, chantries and mosaics;
- (b) all metal screens, railings, grilles, gratings and gates;
- (c) windows of plain, coloured, stained, painted or engraved glass;
- (d) fixtures and fittings, heating and lighting installations, fixed aerials and satellite dishes, chancel (so far as it is ***your*** responsibility) boundary walls, fences, footbridges, gates, notice boards, lych-gates, paths, car parks, drives, paved and other hardstanding areas, tool sheds, outbuildings, annexes and gangways;
- (e) up to €37,500 for each bust, effigy, tomb, monument, memorial and shrine within the building;
- (f) organs including the casework, rectifiers and humidification equipment;
- (g) bells, clocks and carillons including frame and fittings;

all belonging to ***you*** or for which ***you*** are responsible.

## ***Church committee***

means where applicable the Select Vestry, Hall Committee, Church Committee and Trustees.

**Communion plate**

means communion plate, crosses, candlesticks, vases, alms dishes, altar cloths, frontals and eucharistical vestments belonging to **you** or for which **you** have accepted responsibility.

**Company / we / our / us**

means Ecclesiastical Insurance Office plc.

**Contents**

means contents including musical instruments (other than organs) **communion plate**, vestments, furniture, furnishings, consumable stock, and all other contents all belonging to **you** or for which **you** have accepted responsibility and situated within the **buildings**.

**Contents does not include:**

- (i) money, credit or debit cards;
- (ii) motor vehicles licensed for road use and their accessories, caravans, trailers, watercraft or aircraft;
- (iii) wearing apparel and personal effects;
- (iv) living creatures, trees, shrubs, plants or other vegetation;
- (v) any items specifically itemised or more specifically insured.

**Damage**

means physical loss, destruction or damage.

**Excess**

means the first part of any one claim borne by **you** as shown in the schedule.

**Geographical limits**

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

**Insured / you / your**

means the body of persons named as Insured in the schedule.

**Insured property**

means the insured property described in the schedule.

**Money**

means current notes and coins, cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders, money orders, securities for money, crossed bankers drafts, unused postage stamps, travellers cheques, Premium Bonds, credit and debit card sales vouchers, Value Added Tax purchase vouchers, gift tokens and unused credit on postal franking machines.

**Personal effects**

means personal items worn, used or carried about the person including pedal cycles and sports equipment.

**Personal effects does not include:**

- (i) money;
- (ii) bankers cards;
- (iii) credit and debit cards and any effects otherwise insured.

**Premises**

means the premises shown in the schedule.

**Terrorism**

means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

# General exclusions

## This policy does not cover

### 1 Property insured elsewhere

Property more specifically insured under another policy.

### 2 Radioactive contamination

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- (b) Any legal liability of whatsoever nature directly or indirectly caused by, contributed to, by or arising from:
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Exclusion 2 does not apply to the Personal accident section.

### 3 War risks

Any contingency liability or **damage** occasioned by or happening through war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not) civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power or martial law.

### 4 Sonic bangs

**Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 5 Electronic risks

Applicable to all sections except Liabilities, Legal expenses and Personal accident:

- (a) **Damage** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism** or **hacking** or **denial of service attack**;
- (b) Consequential loss directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

### Definitions specific to exclusion 5

#### **Denial of service attack(s)**

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. This includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

**Hacking**

means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether **your** property or not.

**Virus or similar mechanism**

means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. This includes but is not limited to Trojan horses, worms and logic bombs.

**6 Date recognition**

Any consequential or other loss, costs and expenses and any legal liability, accidental bodily injury or loss, destruction or damage to property directly or indirectly caused by or contributed to, by or consisting of or in any way relating to or connected with the failure or possible failure of any **computer**:

- (a) correctly to recognise any date as its true calendar date;
- (b) to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date;
- (c) to capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any **computer** being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date;

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **defined peril**.

**Definitions specific to exclusion 6****Computer**

means computer or other equipment, media or system (or any part of them) for processing, storing or retrieving data to include without limitation any microchip, integrated circuit or similar device or any computer software.

**Defined peril**

means any of the insured events specified in any section(s) of this policy insuring property excepting:

- (a) accidental **damage**; and
- (b) causes excluded from these insured events.

Exclusion 6 does not apply to Section 8 – Personal accident.

**7 Terrorism**

Any claim directly or indirectly caused by, resulting from or in connection with **terrorism**, regardless of any other contributory cause.

This insurance also excludes any claim directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**.

If **we** allege that by reason of this exclusion any claim is not covered by this policy, the burden of proving the contrary shall be upon **you**.

# General conditions

## 1 Your duty of care

**You** must take all reasonable steps to protect and maintain the property, prevent **damage** or injury and comply with laws, by-laws or regulations.

## 2 Unused premises

When the **premises** becomes unused it is a condition of the policy that **you** give **us** notice as soon as possible but in any event within 30 days of the **premises** becoming unused, untenanted or vacant.

Upon the **premises** becoming unused, untenanted or vacant **we** shall be entitled to cancel the policy or impose special terms or charge an additional premium.

*Note 1: for the purposes of this condition a **premises** is unused when use ceases either on a temporary or a permanent basis.*

*Note 2: see the memorandum on page 14 regarding unused **premises**.*

## 3 Alteration of risk

**You** must tell **us** of any change of circumstances after the start of the insurance which increases the risk of **damage**, injury or liability including the following:

- (a) Change in the use of the **premises**;
- (b) Major structural alterations or major repairs, but workmen are allowed on the **premises** to carry out minor repairs and alterations and general maintenance not involving external scaffolding.

**You** will not be insured under the policy until **we** have agreed in writing to accept the increased risk.

## 4 Warranties

If the policy is subject to a warranty, any breach of that warranty shall be a bar to any claim where the risk of **damage** has been increased by such breach.

## 5 Multiple insurance

### Sections 1 – 3

If at the time any claim arises under this policy there is any other insurance in force covering the same **damage**, **we** shall not be liable for more than **our** proportionate share.

If such other insurance is subject to any condition of underinsurance this policy shall also be subject to that condition of underinsurance.

### Sections 4 – 7

If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections) **we** will only indemnify **you** in respect of any additional amount beyond such other insurance had these sections not been effected.

### Section 8

Irrespective of the number of policies issued by **us** which provide cover to an insured person **we** shall not pay personal accident benefits under more than one policy for any one occurrence. The policy which provides the greatest benefit shall apply.

## 6 Fraudulent claims

If **you** make a claim under this policy which is in any respect fraudulent or if any fraudulent means or device is used by **you** or anyone acting on **your** behalf this policy will become void and all benefit under it will be forfeited.

## **7 Arbitration**

If any difference shall arise under this policy such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in force at the time.

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **us**.

Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

## **8 Cancellation**

**We** may cancel the policy or any section of it by sending seven days notice by recorded delivery to **you** at **your** last known address for correspondence and shall refund to **you** the proportionate premium for the unexpired period of cover.

# Claims conditions

## What you must do

On the happening of any event which may give rise to a claim **you** must do the following.

### 1 General – all sections except Legal expenses

- (a) Tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require.
- (b) Inform the Gardaí immediately if the **damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances.
- (c) Supply at **your** expense full details of the claim in writing including any supporting evidence and information that **we** require within the following periods.
  - (i) Seven days for **damage** by riot, civil commotion, strikes or labour disturbances.
  - (ii) 30 days after the expiry of the indemnity period for claims under Section 3 – Loss of income.
  - (iii) 30 days after any other **damage** or injury.
- (d) Take all practicable steps to recover property lost and otherwise minimise the claim.
- (e) At **our** request and at **our** expense do or allow to be done everything reasonably required by **us** for the purpose of making any recoveries from other parties (whom **we** would be entitled to pursue upon settlement of **your** claim) whether such action is necessary before or after **we** pay **your** claim under the policy.

### 2 Liabilities section

- (a) Not make or allow to be made on **your** behalf any admission, offer, promise, payment or indemnity without **our** written consent.
- (b) Forward to **us** every letter, claim, writ, summons and process immediately upon receipt without acknowledgement and advise **us** in writing immediately **you** have any knowledge of any impending prosecution, inquest or fatal injury enquiry in connection with that event.

### 3 Legal expenses section

As described in the Legal expenses section on page 75 of this document.

### 4 Personal accident section

Arrange for the insured person to undergo a medical examination by the **Company's** medical practitioner as often as required at **our** expense.

## Our rights

### 5 General – all sections except Legal expenses

- (a) **We** have the right to enter any building where **damage** has occurred to deal with **your** claim and to temporarily take for safe keeping any of the property insured and to deal with salvage in a reasonable manner. **We** have the right to the salvage of any insured property which is the subject of a claim.
- (b) **We** are entitled to take the benefit of **your** rights against another person and **we** are entitled to take over the defence or settlement of a claim against **you** by another person.

### 6 Personal accident section

In the event of the death of any insured person **we** shall be entitled to have a post-mortem at **our** expense.

### 7 Legal expenses section

As described in the Legal expenses section on page 75 of this document.

# Protection warranties

## Escort warranty

It is warranted that money in transit in excess of the stated amounts shown below shall be accompanied by at least the stated number of escorts, being responsible able-bodied adults.

Amount	Number of escorts
€3,750	2
€7,000	3
€10,000	4

Amounts in excess of €12,500 are to be carried by a professional security company.

**The schedule will show if any of the following warranties are in force.**

## Fire alarm warranty

It is warranted that when a fire alarm system is installed at the **premises**:

- (1) the system shall be installed in accordance with the specification agreed in writing by **us** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system shall be made without **our** written consent;
- (2) the system shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **us** and immediate notice of any apparent defect in the fire alarm system or its signalling shall be given to the maintenance contractor.

## Security warranty

Applicable to all protective devices other than intruder alarms.

It is warranted that all protective devices including locks and bolts fitted to the **premises** be brought into use whenever the

**premises** are not attended by **you** or by any other person authorised by **you** to be responsible for the security of the **premises**.

## Intruder alarm warranty

It is warranted that when an intruder alarm system is installed at the **premises**:

- (1) the **intruder alarm system** shall be installed in accordance with the specification agreed in writing by **us** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system shall be made without **our** written consent;
- (2) the **intruder alarm system** shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **us** and immediate notice of any apparent defect in the **intruder alarm system** shall be given to the maintenance contractor;
- (3) the **intruder alarm system** shall be tested and set whenever the alarmed portion of the **premises** is not attended by **you** or any person authorised by **you** to be responsible for the security of the **premises** provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times;
- (4) all keys including duplicate keys and notes of combination locks, electronic pass codes, letters and numbers relative to the **intruder alarm system** shall be removed from the **premises** whenever they are left unattended;
- (5) **you** must tell **us** immediately of any notice from the Gardaí or a security organisation that **intruder alarm system** signals may be or will be disregarded;
- (6) **you** shall appoint at least two **keyholders** and lodge written details (which must be kept up-to-date) with the alarm company and Gardaí;

- (7) in the event of notification of any activation of the **intruder alarm system** or interruption of any of the means of communication during any period that the **intruder alarm system** is set a **keyholder** shall attend the **premises** within 20 minutes.

### Definitions specific to intruder alarm warranty

#### **Intruder alarm system**

means the component parts including the means of communication used to transmit signals.

#### **Keyholder(s)**

means **you** or any person or keyholding company authorised by **you** who is available at all times to accept notification of faults or alarm signals relating to the **intruder alarm system** and attend and allow access to the **premises**.

### Protection of windows warranty

It is warranted 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.

## Memorandum

### Unused premises

*Note: for the purposes of this extension a **premises** is unused when use ceases either on a temporary or a permanent basis.*

Notwithstanding General condition 2 if the **premises** becomes unused, untenanted or vacant **we** will continue to insure it for a period of 60 days (or until **we** advise **you** of **our** decision made in accordance with General condition 2 of the policy).

Provided that:

- (a) all locks, bolts and other protective devices are put into operation;  
and
- (b) the **premises** is inspected externally and internally by a responsible person at least once a week;  
and
- (c) **you** comply with General condition 2 of this policy and advise us within 30 days of the **premises** becoming unused, untenanted or vacant. If **you**

do not **we** will be entitled to exercise **our** rights under General condition 2 of the policy and **we** may void the policy.

### Restrictions in cover

Unless **we** advise **you** otherwise, if the **premises** has been unused, untenanted or vacant for more than 60 days, cover in respect of escape of water, burst pipes, riot, malicious persons, theft or attempted theft and glass, sanitary fixtures and signs is excluded. **You** must continue to comply with provisos (a) and (b).

# 1 Property damage

The schedule will show if this section applies and the cover in force.

## What is covered

If during the period of insurance the **insured property** suffers **damage** caused by any insured event 1 to 17 shown as insured in the schedule **we** will pay in accordance with the Basis of settlement shown on pages 20 and 21.

## What is not covered

*Exclusions (i) to (v) below are general exclusions applying to any claim made under the Property damage section.*

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) **Damage** arising from or consisting of subsidence, heave or landslip other than to the buildings of parochial residences.
- (iii) **Damage** arising from or consisting of wet or dry rot.
- (iv) **Damage** caused by pollution or contamination but this shall not exclude **damage** to the property insured caused by:
  - (a) pollution or contamination which itself results from any insured event;
  - (b) any insured event which itself results from pollution or contamination.
- (v) Moveable property in the open except as specifically provided for by any extension to this section.

## Insured Events

### What is covered

#### 1. Fire, lightning and explosion

Fire, lightning, explosion or smoke.

#### 2. Aircraft

Aircraft and flying objects or items dropped from them.

#### 3. Riot

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances.

### What is not covered

Smoke **damage** caused by smog, agricultural or industrial work or any gradual cause.

- (i) **Damage** occasioned by or happening through confiscation or destruction or requisition by order of the Government or any public authority.
- (ii) **Damage** resulting from cessation of work.

## What is covered

### 4. Malicious persons

Malicious persons not acting on behalf of or in connection with any political organisation.

### 5. Earthquake

### 6. Storm

### 7. Flood

Flood caused by:

- (a) the escape of water from the normal confines of any natural or artificial watercourse (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam;
- (b) inundation from the sea.

### 8. Escape of water

Escape of water from any tank, apparatus or pipe.

### 9. Burst pipes

Freezing of water in any interior fixed water or heating appliance or installation.

## What is not covered

- (i) **Damage** occasioned by or happening through confiscation or destruction or requisition by order of the Government or any public authority.
- (ii) **Damage** by theft or attempted theft or by risks described in insured event 1.
- (iii) **Contents** in unlocked outbuildings.
- (iv) **Damage** resulting from cessation of work.

- (i) **Damage** by the escape of water from the normal confines of any natural or artificial watercourse or lake, reservoir, canal or dam.
- (ii) **Damage** by inundation from the sea whether resulting from storm or otherwise.
- (iii) **Damage** by frost.
- (iv) **Damage** attributable solely to change in the water table level.
- (v) **Damage** to fences or gates (other than lych-gates).
- (vi) **Damage** by the entry of rainwater due solely to the theft or attempted theft of external metal (see insured event 15).

- (i) **Damage** caused by frost.
- (ii) **Damage** attributable solely to change in the water table level.
- (iii) **Damage** to fences or gates (other than lych-gates).

**Damage** by water discharged or leaking from an installation of automatic sprinklers.

## What is covered

### 10. Escape of oil

Accidental discharge of oil from any fixed oil-fired heating appliance or installation or storage tank including resultant loss of oil.

### 11. Impact by vehicles or animals

Impact by any road vehicle, train or animal.

### 12. Falling trees

### 13. Falling aerials

Breakage or collapse of television and radio receiving aerials, aerial fittings and masts, satellite dishes and security equipment.

### 14. Accidental damage

Any other accidental **damage**.

## What is not covered

**Damage** as a result of felling, lopping or topping being carried out by **you** or **your** employees or by voluntary workers.

- (i) **Damage** caused by any of the insured events 1 to 13, 15, 16 or 17 or by the causes excluded from those events whether the events are insured or not.
- (ii) **Damage** caused by or consisting of inherent vice, latent defect, wear and tear, depreciation, atmospheric or climatic conditions, rust, dust, fungus, insects, vermin, the property's own faulty or defective design or materials, faulty or defective workmanship, or any gradual cause, but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded.
- (iii) **Damage** caused by the process of cleaning, dyeing, repair or restoration.
- (iv) Confiscation or detention by order of any government, public authority or Gardaí.
- (v) **Damage** caused by or consisting of erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.
- (vi) Mechanical or electrical breakdown.
- (vii) Breakage of electrical valves, bulbs or tubes unless the equipment in which they are contained is damaged at the same time.
- (viii) **Damage** to a building or structure caused by its own collapse or cracking.
- (ix) **Damage** to paths, car parks, drives, paved and other hardstanding areas, unless the main building is damaged at the same time.

## What is covered

### 15. Theft or attempted theft

Subject to the following limits:

- (a) For the theft or attempted theft of any one item or **contents** the limit as shown in the schedule.
- (b) For theft or attempted theft of parts of the **buildings** or its fixtures (other than external metal) the limit as shown in the schedule. In addition, this limit shall also apply to subsequent **damage** arising as a result of the theft of parts of the **buildings** or its fixtures.
- (c) For the theft or attempted theft of external metal the limit as shown in the schedule. In addition, this limit shall also apply to subsequent **damage** arising as a result of the theft of external metal.
- (d) Cost of repairs to the **buildings** following theft or attempted theft of **contents**, the limit as shown in the schedule.

### 16. Glass, sanitary fixtures and signs

Accidental breakage of glass, sanitary fixtures or signs including the reasonable cost of:

- (a) repairs to framework following breakage of the glass;
- (b) necessary boarding-up pending replacement of the glass;
- (c) in the case of multiple glazing the additional cost of re-creating vacuums or the purchase and installation of new sealed units.

## What is not covered

- (i) In respect of theft of parts of the **building** or its fixtures (including external metal) any loss occurring when scaffolding is erected at the **premises** unless **we** have agreed in writing to continue cover.
  - (ii) **Contents** in unlocked outbuildings.
- 
- (i) **Damage** to glass, sanitary fixtures or signs already damaged at the commencement of the insurance.
  - (ii) Breakage of glass while not fixed.
  - (iii) Breakage occasioned by or traceable to alterations to the **premises** or in the glass being carried out by **you, your** employees or by voluntary workers whereby the risk of breakage is increased.
  - (iv) **Damage** to bulbs or tubes unless the signs in which they are contained are damaged at the same time.

### What is covered

#### 17. In respect of the buildings of parochial residence(s) only – Subsidence

Subsidence, heave or landslip of the site on which the premises stand.

### What is not covered

- (i) **Damage** attributed solely to changes in the water table level.
- (ii) **Damage** to boundary walls, gates, fences, gangways, storage tanks, car parks, yards, paved areas, drives and swimming pools unless also resulting in **damage** to a building insured under this policy.
- (iii) **Damage** caused by or consisting of:
  - (a) The normal settlement or bedding-down of new structures.
  - (b) The settlement or movement of made up ground.
  - (c) Coastal or river erosion.
- (iv) **Damage** caused by defective design or workmanship or defective materials.
- (v) **Damage** caused by fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe.
- (vi) **Damage** which originated prior to the inception of cover.
- (vii) **Damage** resulting from:
  - (a) Demolition, construction, structural alteration or repair of any property.
  - (b) Groundworks or evacuation.

#### Note applicable to Insured event 17

**You** shall notify **us** immediately **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site. **We** shall then have the right to vary these terms or cancel the cover.

## Basis of settlement

### Guidance note (not forming part of the policy)

*The Basis of Settlement confirms that we will pay for repairing buildings in a similar form to the existing structures using materials which are substantially the same but are not necessarily ancient. For example, ancient stonework will be replaced with stonework of similar appearance and quality, but not with ancient stone, unless this can be found economically and within the sums insured.*

### We will pay for

#### Buildings

- (a) At **our** option the cost of repairing the **damage** to the **buildings** or if the **damage** is beyond repair the cost of replacing the **buildings** or **we** will arrange for the work to be carried out.

The basis upon which the settlement of the claim is to be calculated will be the cost of repair using modern techniques and materials, or the provision of a modern equivalent building.

**We** will not deduct any amount for wear and tear unless:

- (i) the **buildings** are in a poor state of repair or decoration; or
  - (ii) there is unnecessary delay in carrying out the work; or
  - (iii) repair or replacement is not carried out.
- (b) The following additional costs all reasonably and necessarily incurred in repair or replacement following insured **damage**:
- (i) Reasonable architects', surveyors', consulting engineers' and other professional fees;
  - (ii) The cost of complying with European Union legislation, Local Authority Buildings Regulations or other statutory requirements up to 15% of the sum insured by the relevant item;

*continued*

### We will not pay for

Undamaged parts of the **buildings** (except the foundations of damaged parts).

- (i) Fees or any other costs incurred in the preparation of a claim.
- (ii) (a) The cost of work stipulated in any notice already served upon **you**.
- (b) Undamaged parts of the **buildings** (except the foundations of damaged parts).
- (c) **Damage** to buildings not insured by this policy.
- (d) The cost of an existing work requirement which must be completed within a given period.
- (e) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property by **you** arising from compliance with the stipulations detailed in any statutory requirements.

*continued*

### We will pay for

- (iii) The cost of removing debris, demolition, shoring-up or propping.

**We** will also pay for costs and expenses necessarily incurred by **you** with **our** consent in removing fallen trees within the grounds of the **premises** provided that:

- (a) the trees have fallen as a result of an insured event which is in force; and
- (b) the buildings of the **premises** are damaged by the same insured event occurring at the same time and a claim for this **damage** has been accepted by **us**.

### Contents

Following insured **damage we** will replace or will pay for the cost of replacement as new except for items that can be economically repaired where **we** will pay for the cost of the repair.

**We** will only pay the cost of repair so far as that may be practicable or the cost of a modern replacement.

**We** will not deduct any amount for wear and tear (except for items insured under extension 5 – Personal effects, see page 23).

### We will not pay for

- (iii) (a) The cost incurred in removing debris other than from the site of the property damaged and the area immediately adjacent to such site.
- (b) Costs arising from pollution or contamination of property not insured by this policy.

Any value attaching to an item by reason of its antiquity.

### Limit

Subject to any limits shown in the policy or schedule, the most **we** will pay for **damage** to the **buildings** (inclusive of all additional costs) or **contents** is the sum insured shown in the schedule as adjusted for index-linking.

### Reinstatement of sum insured

#### Applicable to Buildings and Contents

Unless **we** advise **you** to the contrary within 30 days of **you** reporting the claim to **us**, the sum insured will not be reduced by the amount of any claim, provided that following **damage** by theft or attempted theft **you** complete any improvements to the security at the **premises** that **we** may require.

## Inflation protection

Each month **we** will adjust the sums insured under this section (but not the extension limits) in line with an appropriate price index.

**We** will not charge **you** for increases made to the sums insured after index-linking but at the end of each period of insurance the renewal premium will be based on the adjusted sums insured.

In the event of a claim index-linking will continue from the date of **damage** to the resulting claim being settled up to a maximum increase in sum insured of 20% from the date of the **damage**.

However **we** will not pay for increased costs which arise due to unnecessary delay on **your** part.

## Extensions

The insurance by this section is extended to include the following extensions.

### What is covered

#### 1. Communion plate

**Communion plate** following **damage** by any insured event which is in force under this section whilst anywhere within the **geographical limits**.

*Limit*

€25,000 any one item and the limit shown in the schedule for all claims in total in any one period of insurance.

#### 2. Office equipment out-of-premises

Office and similar equipment belonging to **you** or for which **you** are responsible situated in the out-of-church parish office, out-of-hall office or in the home of **you** or **your** employee or a responsible representative following **damage** by any insured event which is in force under this section.

*Limit*

As shown in the schedule.

#### 3. Musical instruments and other portable items

- (a) Musical instruments belonging to **you** or for which **you** are responsible;
- (b) Other portable items of **contents** or specified items; whilst in the care of **you** or **your** employees, responsible parishioner or an **authorised volunteer**

*continued*

### What is not covered

**Damage** by theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked.

- (i) **Damage** by theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors are locked.
- (ii) Property insured under another policy.

### What is covered

following **damage** by any insured event which is in force under this section anywhere in the **geographical limits**.

*Limit*

€1,500 any one item and as shown in the schedule for any one claim.

#### 4. Temporary removal

**Contents** and specified items anywhere in the **geographical limits**:

- (a) whilst temporarily removed for cleaning, renovation or repair;  
or
- (b) at or in transit to or from a bank;  
following **damage** by any insured event which is in force under this section.

*Limit*

As shown in the schedule.

#### 5. Personal effects

*Note: this extension also applies to visiting clergy and visiting choristers.*

- (a) **Personal effects** belonging to the **Insured**, employees and **authorised volunteers**, whilst engaged in **your** business or authorised activities anywhere in the **geographical limits** following **damage** by any insured event which is in force under this section.

*Limit*

As shown in the schedule.

- (b) **Personal effects** belonging to any member of a party travelling with **your** authority on a tour organised by **you** anywhere in the world, following **damage** by any insured event 1 to 15 whether in force or not.

*Limit*

As shown in the schedule.

When **we** pay a claim under this extension **we** will make an appropriate deduction for wear and tear.

### What is not covered

- (i) **Damage** by theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked.
- (ii) Property insured under another policy.

**Damage** by theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked.

## What is covered

### 6. Capital additions

Under the Buildings and Contents items:

- (a) Alterations and additions to the property insured but not in respect of any appreciation in value.
- (b) Newly acquired property so far as it is not otherwise insured anywhere in the **geographical limits**.

Provided that **you** undertake to give details of such extension of cover as soon as practicable and to effect specific insurance thereon and pay such additional premium as may be required from inception of the cover.

#### *Limit*

As shown in the schedule for any one situation in respect of both **buildings** and **contents**.

### 7. Raffle prizes and donated goods

Raffle prizes and donated goods to be used for fund-raising events whilst in **your** custody or in the custody of an employee or an **authorised volunteer** anywhere in the **geographical limits** following **damage** by any insured event which is in force under this section.

#### *Limit*

€2,250 any one item and as shown in the schedule for any one fund-raising event.

### 8. Exhibitions, festivals and events

- (a) Items not belonging to **you** but **your** responsibility used in connection with or whilst on display at exhibitions, festivals or events at the **premises** or elsewhere in the **geographical limits**, and in the course of transit to or from such locations following **damage** by any insured event which is in force under this section. Provided that at least 2 responsible officials are in attendance at all times whilst the exhibition, festival or event is open to the public and that the premises concerned are locked at all times when unattended.

*continued*

## What is not covered

- (i) **Damage** by theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked.
- (ii) Money, credit or debit cards.
- (iii) Property insured under another policy.

- (i) **Damage** by theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked.
- (ii) Property insured under another policy.

### What is covered

- (b) Marquees, tents, stalls and similar equipment for which **you** are responsible and being used in connection with any church exhibition, festival or event.

*Limit*

€1,500 any one item and as shown in the schedule for any one exhibition, festival or event.

### 9. Damage by the emergency services

- (a) **Damage** caused by the emergency services to the grounds of the **premises** for which **you** are responsible.
- (b) Charges levied against **you** by any local authority in respect of attendance by the fire brigade for the purpose of minimising a loss following **damage** by Insured event 1 (Fire, lightning or explosion) at the **premises**.

*Limit*

As shown in the schedule.

### 10. Property in the open

**Damage** to the following property in the churchyard and grounds by any insured event in force other than 6 or 7 (Storm or Flood).

- (a) Lawnmowers and other groundsmen's machines and equipment.  
This insurance extends to include the items mentioned whilst kept in a locked building anywhere in the Parish.
- (b) Floodlighting, external lighting and security equipment.
- (c) Benches, garden seating and fixtures.
- (d) Tombs, monuments and memorials which are the property of the **Insured**.

*Limit*

As shown in the schedule.

### What is not covered

Theft of lawnmowing equipment when not in use unless contained in a locked outbuilding. This exclusion does not apply to large chain mowers.

## What is covered

### 11. Headstones and monuments

The cost of making safe any headstones, monuments or memorials which are not **your** property but which have been rendered dangerous following **damage** by an insured event which is in force under this section.

Provided that:

- (a) such headstone, monument or memorial is in a premises or churchyard under **your** control;
- and
- (b) before **you** present a claim to **us you** take reasonable steps to recover the cost of making the item safe from those responsible for its upkeep.

If **you** make a recovery after **we** have paid a claim under this extension the amount **we** have paid must be refunded to **us**.

#### *Limit*

As shown in the schedule.

### 12. Bequeathed property

**Damage** by an insured event to material property anywhere in the **geographical limits** bequeathed to **you**. Cover is in force from the commencement date of **your** interest in the property provided such property is not insured elsewhere.

Within three months of legal title of such property passing to **you, you** must either notify **us** about the property and arrange for it to be specifically insured by this policy (or any other policy with **us**) or arrange for it to be insured elsewhere.

If **you** arrange to insure such property with **us** any additional premium payable shall be calculated from the date the legal title of the property passed to **you**.

#### *Limit*

€7,500 any one item other than buildings for which the limit is shown in the schedule.

## What is not covered

- (i) The cost of repairing the item.
- (ii) **Damage** caused by wear and tear or gradual deterioration.

- (i) Motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft.
- (ii) Property insured under any other policy.

## What is covered

### 13. Loss of keys

*This extension is provided only if the insured event of Theft or attempted theft applies.*

The reasonable cost necessarily incurred in replacing locks at the **premises** including locks of safes or strongrooms in the **premises** following the loss of keys.

#### *Limit*

As shown in the schedule.

### 14. Frozen food

*This extension is provided only if the insured event of Accidental damage applies.*

The cost of replacing the contents of **your** deep freeze cabinets or refrigerator at the **premises** following **damage** caused by the following:

- (a) A rise or fall in temperature.
- (b) Contamination from refrigerant or refrigerant fumes.

In addition **we** will pay, if incurred, the cost of hiring temporary alternative freezing space.

#### *Limit*

As shown in the schedule for any one period of insurance and €3,750 in respect of any one appliance.

### 15. Service pipes, cables, sewers and drains

*This extension is provided only if the insured events of Escape of water, Burst pipes and Escape of oil apply.*

Accidental **damage**, incurred as a direct result of an insured event, to the service pipes, cables, sewers and drains serving the **premises** in so far as **you** are responsible for the cost of repair.

This includes the cost of clearing blockages.

#### *Limit*

As shown in the schedule.

## What is not covered

- (i) **Damage** resulting from the deliberate act of any power supply authority or the withholding or restricting of power by such an authority.
- (ii) **Damage** caused by wilful neglect.

## What is covered

### 16. Loss of metered water

*This extension is provided only if the Insured events of Escape of water and Burst pipes apply.*

The additional metered water charges incurred by **you** following **damage** to the water or heating systems located in or serving the **premises** provided **we** have accepted a claim for such **damage** to the system under this policy.

*Limit*

As shown in the schedule.

### 17. Loss of LPG

The cost of replacing liquid petroleum gas following accidental discharge from the storage container.

*Limit*

€7,500 any one period of insurance.

### 18. Archaeological costs

The on-site costs of **archaeological rescue work** (including the recording of standing and collapsed fabric and damaged floor surfaces but not the excavation of below-ground deposits) necessarily and reasonably incurred with **our** consent as a result of **damage** to the **buildings** by any insured events in force under this section.

*Limit*

€250,000 any one claim.

## What is not covered

- (i) The costs of any **archaeological research work** which may be enabled or facilitated as a result of **damage** but which is not a necessary part of the process of repair or rebuilding.
- (ii) The costs of analysis of data subsequent to **archaeological rescue work** (except in so far as such costs are a necessary and integral part of the process of repair or rebuilding).
- (iii) The costs of conservation or scientific analysis of materials or objects retrieved in the course of archaeological exercise.

### Definitions specific to extension 18

#### **Archaeological rescue work**

means any archaeological exercise concerned with the recording of information which would otherwise be lost or in danger of being lost.

#### **Archaeological research work**

means any other archaeological exercise.

## What is covered

### 19. Spontaneous heating

**Damage** to coal, coke or wood blocks by its own spontaneous fermentation, heating or combustion.

### 20. Hired-in property

Additional **contents** cover for property hired-in and for which **you** have accepted responsibility.

*Limit*

€15,000 any one claim.

### 21. Trace and access

*This extension is provided only if the insured events of Escape of water, Burst pipes and Escape of oil apply.*

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of a leakage of water or oil at the **premises** and in subsequent repair of the **damage** caused by locating the source.

*Limit*

€50,000 any one claim.

### 22. Extinguisher and alarm re-setting expenses

The reasonable costs incurred by **you** in refilling fire extinguishing appliances replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following an insured event.

### 23. Theft of oil

Theft of oil from any locked storage tank used for the heating system at **your premises**.

*Limit*

€7,500 any one period of insurance.

## What is not covered

Property hired-in for exhibitions, festivals or events.

## What is covered

### 24. Discharge of oil

As an extension to the Escape of oil insured event or Theft of oil extension, costs and expenses necessarily incurred by **you** with **our** consent to decontaminate the grounds of the **premises** following the accidental discharge of oil from an oil fired heating appliance or storage tank.

*Limit*

€7,500 any one claim.

### 25. Planning and Development Act 2000

As an extension to the buildings cover, the cost of meeting Local Authority or Planning Authority conditions made under the Planning and Development Act 2000 and amending legislation following **damage** by any of the insured events should these costs exceed the cover provided within the **buildings** sum insured.

The maximum **we** will pay under this extension is 20% of the sum insured for **buildings**.

## What is not covered

## Memorandum

### Mortgagees

The interest of the mortgagee(s) in this insurance shall not be prejudiced by any acts or neglect of the mortgagor(s) or occupier of any building hereby insured whereby the danger of **damage** is increased without authority or knowledge of the mortgagee(s) and provided that the mortgagee(s) shall immediately on becoming aware thereof give notice in writing to **us** and on demand pay such additional premium as **we** may require.

## 2 Property damage plus

The schedule will show if this section applies and the cover in force.

### Guidance note (not forming part of the policy)

*Under Section 1 (Property damage) you can insure all your contents for accidental loss or damage, whilst in the premises or whilst temporarily removed in certain circumstances (as described in the extensions to Section 1).*

*However, if you require 'all risks' cover for specific items only, on a worldwide basis cover can be arranged under this section.*

### What is covered

If during the period of insurance the **insured property** suffers **damage** caused by any event not specifically excluded by this section happening within the location stated in the schedule **we** will replace the property or **we** will pay the cost of replacement as new except for items that can be economically repaired where **we** will pay the cost of repair.

**We** will not deduct any amount for wear and tear.

The most **we** will pay subject to any limits shown in the policy or schedule is the sum insured shown in the schedule.

### What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) The cost of maintenance.
- (iii) **Damage** caused by or consisting of inherent vice, latent defect, wear and tear, depreciation, atmospheric or climatic conditions, rust, dust, fungus, insects, vermin, the property's own faulty or defective design or materials, faulty or defective workmanship or any gradual cause but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded.
- (iv) **Damage** caused by the process of cleaning, dyeing, repair or restoration.
- (v) Mechanical or electrical breakdown.
- (vi) Confiscation or detention by order of any government, public authority or Gardaí.
- (vii) Breakage of electrical valves, bulbs or tubes unless the equipment in which they are contained is damaged at the same time.
- (viii) **Damage** by theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked.
- (ix) Unless agreed in advance by **us**, any value attaching to an item by reason of its antiquity.
- (x) **Damage** caused by or consisting of erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

## Inflation protection

Each month **we** will adjust the sums insured under this section in line with an appropriate price index.

**We** will not charge **you** for increases made to the sums insured after index-linking but at the end of each period of insurance the renewal premium will be based on the adjusted sums insured.

In the event of a claim index-linking will continue from the date of **damage** to the resulting claim being settled up to a maximum increase in sum insured of 20% from the date of the **damage**.

However, **we** will not pay for increased costs which arise due to unnecessary delay on **your** part.

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## 3 Loss of income

The schedule will show if this section applies and the cover in force.

### Guidance note (not forming part of the policy)

*After serious property damage such as a major fire, you may incur loss of income which is not covered under the Property section of this policy. For example, where the premises are so damaged that normal usage stops for the period of repairs, you will lose income from lost service collections or hire charges. In addition, you may suffer loss in income if you are unable to hire out the premises to other organisations.*

*This section provides cover for this 'loss of income'.*

*However, your main concern may be to maintain your usual church or hall activities, albeit at a different premises, until you are able to return to your own premises. Unless you are very fortunate, there will undoubtedly be extra costs in hiring out and equipping an alternative building and cover 2, 'Additional expenditure' provides for these additional costs.*

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

#### ***Income***

means the money paid or payable to the ***Insured*** including donations, collections, planned giving, rent and hire charges.

#### ***Indemnity period***

means the period during which ***your*** normal activities are affected by the ***damage***, from the date of the ***damage*** but not exceeding the period stated in the schedule.

For the purposes of Extension 4 of this section the indemnity period means the period during which ***your*** results shall be affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the ***premises*** are applied (or in the case of murder or suicide with the date of the occurrence) and ending not later than 24 months thereafter.

#### ***Notifiable disease***

means illness sustained by any person resulting from:

- (a) food or drink poisoning;

or

- (b) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome – AIDS) an outbreak of which the competent local authority has stipulated shall be notified to them.

## What is covered

**We** will pay **you** subject to the terms of this section for loss during the **indemnity period** resulting from interruption of or interference with the usual activities carried out at the **premises** following **damage** by any insured event which is in force under the Property damage or Property damage plus sections and for which **we** have accepted a claim under those sections.

Where no payment is made under the Property damage sections solely because of the deduction of a policy **excess**, **we** will nevertheless accept a claim under this section.

### 1. Loss of income

**We** will pay the difference between the **income you** would have received during the **indemnity period** if there had been no damage and the **income you** actually received during that period.

**We** will take the following into account in calculating the payment:

- (a) Any savings during the **indemnity period** from expenses payable out of **income** which stop or are reduced as a result of the **damage**.
- (b) Any **income you** earn from conducting **your** activities elsewhere during the **indemnity period**.

### 2. Additional expenditure

**We** will pay extra expenses that **you** necessarily and reasonably incur during the **indemnity period** to minimise interruption of or interference with **your** normal activities including the following:

- (a) The cost of moving to and from a temporary location and the additional rent, rates and taxes for such location.
- (b) Expenses incurred in equipping a temporary location to make it suitable for **your** use.
- (c) Additional cost in respect of lighting, heating and water.
- (d) The cost of additional staff and overtime and allowances to existing staff.

## What is not covered

Exclusions (i) and (ii) below apply to all insured events and extensions under the Loss of income section.

- (i) Loss where there is unnecessary delay on **your** part in repairing or replacing the property.
- (ii) Loss due to archaeological exercise except as provided for under extension 1 of this section.

## What is covered

### 3. Professional accountants' charges

Any particulars or details contained in **your** books of account or other business books or documents which may be requested by **us** under Claims condition (c) for the purpose of investigating or verifying any claim under this section may be produced by professional accountants if at the time they are regularly acting as such for **you** and their report shall be prima facie evidence of the particulars and details to which such report relates.

**We** will pay to **you** the reasonable charges payable by **you** to **your** professional accountants for producing such particulars or details or any proofs, information or evidence as may be required by **us** under the terms of Claims condition (c).

Provided that the sum of the amount payable under this clause and the amount otherwise payable under this section shall in no case exceed the sum insured.

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## What is not covered

## Limit of indemnity

The maximum **we** will pay for any one event under this section of the policy is shown in the schedule.

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## Extensions

The insurance by this section is extended to include the following extensions.

### What is covered

#### 1. Archaeological digs

If a claim is accepted by **us** under this section and the interruption or interference which is the subject of the claim is increased by an archaeological exercise which follows discoveries made due to the occurrence of **damage**, **we** will pay the additional amount of loss resulting from the increased interruption or interference but in no case will **we** pay in total more than the limit of indemnity.

#### 2. Prevention of access

**We** will extend the cover under this section to losses arising where use of **your premises** is prevented or hindered by **damage** to neighbouring property and such **damage** would form an accepted claim under the Property damage section of this policy if the **damage** occurred at **your premises**.

#### 3. Loss of telephone, electricity, gas or water

**We** will extend the cover under this section to losses following the accidental failure of the following:

- (a) The telephone system serving the **premises**.
- (b) The electricity, gas or water supplies at the point of connection to the **premises**.

*Limit*

€7,500 any one claim.

### What is not covered

- (i) Any failure of less than 30 minutes.
- (ii) Failure due to the deliberate act of the telephone or supply authorities or as a result of strikes or other industrial action.

## What is covered

### 4. Notifiable disease, vermin, defective sanitation, murder

**We** will extend the cover under this section to losses following:

- (a) (i) any occurrence of a **notifiable disease** at the **premises** or attributable to food or drink supplied from the **premises**;
- (ii) the discovery of an organism at the **premises** likely to result in the occurrence of a **notifiable disease** within a radius of 25 miles of the **premises**;
- (iii) any occurrence of a **notifiable disease** within a radius of 25 miles of the **premises**;
- (b) the discovery of vermin or pests at the **premises**;
- (c) any accident causing defects in the drains or other sanitary arrangements at the **premises**; which causes restrictions on the use of the **premises** on the order of the competent local authority;
- (d) any occurrence of murder or suicide at the **premises**.

### 5. Book debts

If following **damage** to **your** books of account or other church business books or records at the **premises** by any of the events insured by this section **you** are unable to trace outstanding debit balances owed to **you we** will indemnify **you** for such loss in the following terms:

- (a) **We** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced in respect of such balances.
- (b) **We** will pay for the additional expenditure incurred with **our** previous consent in tracing and establishing debit balances owed to **you** after the **damage**.
- (c) **We** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by **us** in support of a claim.

#### *Limit*

€15,000 any one period of insurance.

## What is not covered

Costs incurred in the cleaning, repair, replacement, recall or checking of property.

- (i) Loss arising from misfiling, erasure, distortion, deliberate falsification of records or from bad debts.
- (ii) No claim will be paid unless **you** keep a record of the total amount outstanding to **you** at the end of each month and within 30 days of the end of each month deposit this record in a building other than that in which the original records are kept.

## What is covered

### 6. Other venues

**Damage** by any events insured by the Property damage section at any premises not in **your** occupation within the **geographical limits** where **you** are holding a fund-raising event, exhibition or other activity.

*Limit*

€15,000 any one claim.

### 7. Suppliers extension

**Damage** by any events insured by the Property damage section at the site of any of **your** suppliers within the **geographical limits**.

*Limit*

€15,000 any one claim.

## What is not covered

**Damage** at the premises of any supply undertaking from which **you** obtain electricity, gas, water or telecommunications services.

## 4 Money

The schedule will show if this section applies and the cover in force.

### Definition

Each time the following word or phrase appears in this section in bold italic type (or in capital letters in the schedule) it will take the specific meaning shown below.

Where it is not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

#### ***Money in transit***

means ***money*** in transit in the personal custody of the ***Insured*** or any authorised official or in a bank night safe until the bank accepts responsibility.

### What is covered

Loss of ***money*** belonging to ***you*** or for which ***you*** are responsible happening during the period of insurance.

### What is not covered

- (i) The amount of any ***excess*** shown in ***your*** schedule.
- (ii) Personal ***money***.
- (iii) Loss from an unattended vehicle unless the ***money*** is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked.
- (iv) Loss due to deception or false accounting.
- (v) Loss due to clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques or to the use of counterfeit ***money***.

The schedule will show the most ***we*** will pay for any one loss under the following headings:

#### **Crossed cheques, etc**

Crossed cheques (other than pre-signed blank cheques) crossed postal orders, crossed money orders, crossed bankers drafts, Premium Bonds, credit and debit card sales vouchers, value added tax purchase vouchers and unused credit on postal franking machines.

#### **Other money**

Money other than as described in crossed cheques, etc above:

- (a) in the course of transit or in a bank night safe;
- (b) while being counted or in the home of an authorised official or member of the clergy;
- (c) in a locked safe in the ***premises***;
- (d) any other loss (including ***money*** in alms boxes).

Note: ***money*** must be recorded as soon as possible and prior to being placed in the safe.

#### **Guidance note** (not forming part of the policy)

*Please note the Escort warranty on page 13 which specifies requirements for money in transit to be accompanied.*

## Extensions

The insurance by this section is extended to include the following extensions.  
(If there are any alterations to the limits these will be shown in the schedule.)

### What is covered

#### 1. Damage to safes

**We** will pay for **damage** to any safe, strongroom, cash carrying bag or offertory box belonging to **you** or for which **you** are responsible arising in connection with theft or attempted theft of insured **money**.

*Limit*

€7,500.

#### 2. Damage to personal effects

**We** will pay for **damage** to **personal effects** belonging to **you** or any of **your** employees or authorised officials arising in connection with theft or attempted theft of insured **money**.

*Limit*

€1,500 per person.

#### 3. Religious festivals

For the period from two days before to seven days after Christmas Day or Easter Sunday the limits shown in the schedule are doubled for the following:

- (a) **Money in transit**.
- (b) **Money** while being counted or in the home of an authorised official or **your** employee or member of the clergy.
- (c) **Money** in a locked safe in the **premises**.

#### 4. Fund-raising events

For the period from two days before to seven days after a fund-raising event the limits shown in the schedule are doubled for the following:

- (a) **Money in transit**.
- (b) **Money** while being counted or in the home of an authorised official or **your** employee or member of the clergy.
- (c) **Money** in a locked safe in the **premises**.

### What is not covered

## 5 Theft by officials

The schedule will show if this section applies and the cover in force.

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

#### ***Acting in collusion***

means all circumstances where two or more ***officials*** are concerned or implicated together or materially assist each other in committing the acts of ***theft***.

#### ***Excess***

means the first part of any ***one claim*** borne by ***you*** as shown in the schedule.

#### ***Official(s)***

means any person in ***your*** service who is empowered by ***you*** to have responsibility for ***your*** money.

#### ***One claim***

means all acts of ***theft*** throughout the continuation of this insurance (or any insurance issued in substitution for this insurance or for which this insurance is substituted) committed by one individual ***official*** or by two or more ***officials acting in collusion***.

#### ***Theft***

means any act of fraud or dishonesty by any ***official*** committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the ***official*** to receive such gain.

---

### What is covered

Direct loss of **money** belonging to **you** or which is **your** responsibility caused by any act of **theft** committed during the period of insurance by any **official** normally resident within the **geographical limits** and discovered not later than 24 months after the termination of this insurance.

**We** will also pay for auditors' fees incurred with **our** written consent solely to substantiate the amount of the claim.

### Previous insurance

If this insurance immediately supersedes a fidelity (or theft by official) insurance effected by **you** ('the Superseded Insurance') **we** will indemnify **you** in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the Superseded Insurance, if the loss is not recoverable under the Superseded Insurance solely because the period allowed for discovery has expired.

#### *Provided that:*

- (a) such insurance had been continuously in force from the time of the loss until commencement of this section;
- (b) the loss would have been insured by this insurance had it been in force at the time of the loss;
- (c) **our** liability shall not exceed:
  - (i) the amount recoverable under the insurance in force at the time of the loss;
  - (ii) the limit of indemnity under this policy.

In any event **our** total liability in respect of any **one claim** continuing through both the term of the Superseded Insurance and the continuation of this insurance shall not exceed the limit of indemnity shown in the schedule.

### What is not covered

- (i) Loss of interest, loss of profit or consequential loss of any kind.
- (ii) Loss arising from any act of an **official** after the discovery of a prior act of **theft** committed by the same **official**.
- (iii) Loss caused by any act of an **official** committed before the commencement date of this insurance.
- (iv) The amount of the **excess**.

### Limit of indemnity

Irrespective of the number of periods during which this insurance (and any insurance issued in substitution) shall remain in force **our** total liability in respect of any **one claim** shall not exceed €15,000.

**Our** liability in respect of any **one claim** by one or more **officials** shall not exceed the limit of indemnity shown in the schedule.

## Special conditions

### 1. Notice of loss

Whether or not **you** intend to make a claim **you** must give **us** notice in writing within 14 days of discovery of the following:

- (a) Any act of fraud or dishonesty committed by any **official**.
- (b) Reasonable cause for suspicion of fraud or dishonesty committed by any **official** which comes to **your** knowledge or to the knowledge of any person to whom **you** entrust the supervision of audit.

If **you** fail to comply with this condition then **we** will not be liable to pay **your** claim.

### 2. Recoveries

Any recoveries which are made shall be applied in the following order:

- (a) In the event that **your** claim has exceeded the limit of indemnity first to **your** benefit to reduce or extinguish the amount of **your** loss (but not the **excess**).
- (b) Thereafter to **our** benefit to the extent of the claim paid or payable.
- (c) Finally to **your** benefit where an **excess** has been deducted from the claim.

### 3. Deduction from loss

All monies which but for the fraud or dishonesty of the **official** would become payable to him or her by **you** and any monies recovered from the **official** by **you** shall be deducted from the loss.

### 4. Due diligence

It is a condition of cover that **you** shall use diligence in the selection of **officials**.

### 5. Loss prevention

If **you** fail to comply with the following then **we** will not be liable to pay **your** claim:

- (a) On discovery of any act of fraud or dishonesty or circumstances which could give rise to a claim under this section **you** shall immediately take all steps to prevent loss or further loss.
  - (b) Upon the termination of service of any **official** **you** shall take all reasonable security precautions to prevent **theft** by that **official**.
-

## 6 Liabilities

The schedule will show if this section applies and the cover in force.

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

#### **Asbestos**

means asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos.

#### **Bodily injury**

means bodily injury, death, disease or illness.

#### **Business**

means **your** business and activities which are conducted solely from premises in the **geographical limits**. This includes:

- (a) the ownership, repair and maintenance of **your** property and premises;
- (b) the provision of catering, social, sports, welfare facilities and first aid services for **employed persons**, church members and visitors;
- (c) the provision of fire and security services maintained only for the protection of premises owned or occupied by **you**;

but does not include any work undertaken **offshore**.

#### **Data**

means information represented or stored electronically including, but not limited to, code or series of instructions, operating systems, software, programs and firmware.

#### **Employed person**

means:

- (a) any **employee**;
- (b) (i) any person supplied to or hired or borrowed by **you** or on **your** behalf;
  - or
  - (ii) any work experience student or youth training scheme participant while under **your** direct control and supervision.

#### **Employee**

means any person under a contract of service or apprenticeship with **you** and **authorised volunteers**.

#### **Event**

means one occurrence or series of occurrences, arising from or attributable to, one source or original cause.

#### **Injury**

means **bodily injury**, wrongful arrest or false imprisonment.

**Legal costs**

means

- (a) claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this policy;
- (b) (i) the costs of legal representation at:
  - (1) any coroner's inquest or inquiry in respect of any death;
  - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this policy;
- (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this policy incurred with **our** prior written consent.

**Offshore**

means embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig, platform or service or accommodation vessel.

**Pastoral care services**

means the use of counselling skills to provide free, informal, unstructured care and ministry relating to a particular concern of an individual seeking the help of the church.

**Pollution or contamination**

means **injury** or **damage** directly or indirectly caused by, or arising out of, pollution or contamination of buildings or other structures, or of water, land or the atmosphere.

**Principal**

means any party (other than any **authorised clergy**, **church committee** member, **authorised volunteer**, churchwarden or **employed person** of **yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of **products**) in connection with the **business**.

**Products**

means goods (including containers and packaging) not in **your** custody or control, sold, supplied, installed, erected, serviced, repaired, altered or treated by **you** in connection with the **business** from any premises within the **geographical limits**. Any error or defect in the sale, supply or presentation of such goods is included in this definition.

**Property**

means material property but does not include **data**.

**You / your / yours**

means the Insured named in the schedule.

Unless **we** specifically state otherwise, **we** will also indemnify;

- (a) **your** personal representatives in respect of legal liability incurred by **you**;
  - (b) any **authorised clergy** or **church committee** member of **yours** in respect of liability for which **you** would have been entitled to indemnity, had the claim been made against **you**;
  - (c) at **your** request:
    - (i) any **principal**;
    - (ii) any churchwarden or **employed person** or **authorised volunteer** of **yours**; in respect of liability for which **you** would have been entitled to indemnity, had the claim been made against **you**.
-

## Cover 1

### Employers' liability

This insurance is provided on a 'Costs inclusive' basis. This means that **legal costs** are included within the Limit of indemnity specified in the schedule.

#### What is covered

**We** will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of **bodily injury** to an **employed person** which is caused during the period of insurance:

- (a) within the **geographical limits**;
- or
- (b) while temporarily outside the **geographical limits**;

in connection with the **business**.

The total amount **we** will pay in respect of any **event** shall not exceed the limit of indemnity shown in the schedule.

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees. **You** will repay any sums paid by **us** which **we** would not have been obliged to pay, but for the provisions of such law.

#### What is not covered

No indemnity will be provided in respect of the following:

- (1) Any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance, or security, in accordance with any road traffic legislation within the European Union.
- (2) Any liability arising from:
  - (i) The alteration, construction, demolition, maintenance (other than routine maintenance) of the **premises** or work in or on buildings at a height exceeding 6 metres from ground level.
  - (ii) The use of power driven woodworking machinery including chain saws other than portable hand held tools.
  - (iii) Tree felling or lopping.
  - (iv) Farming or any farm related activity.
  - (v) Work involving the use of scaffolding.
  - (vi) Work involving welding.
- (3) Any liability arising from:
  - (i) The use of inflatable 'bouncy castles' and similar such childrens' amusements.
  - (ii) Gymkhanas, hunting, steeple chasing, racing other than on foot and shooting including clay pigeon shooting.
- (4) Any liability arising from:
  - (i) Lifts or elevators which at any time carry passengers.
  - (ii) Any pressure vessel.
  - (iii) Spectators' stands.

## Extensions (each of which is subject to the terms of this policy)

### What is covered

#### 1. Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this policy, **we** will provide **you** with the following rates of compensation for each day on which attendance is required.

Any of <b>your authorised clergy</b> or <b>church committee</b> members	€750
Any <b>employed person</b>	€375

#### 2. Unsatisfied court judgements

Where a judgement for damages has been obtained:

- (a) by one of **your employees** or their personal representatives, in respect of **bodily injury** caused during any period of insurance and which arises out of and in the course of their employment with **you**;
- (b) in any court situated within the **geographical limits**;
- (c) against any company or individual, operating from premises within the **geographical limits**;
- (d) which remains unsatisfied, in whole or in part, six months after the due date for payment of the judgement;

**we** will, at **your** request, pay to the **employee** or their personal representatives, the amount of damages and any awarded costs which remain unsatisfied, subject to there being no appeal outstanding.

Any payment under this extension is conditional upon the judgement being assigned to **us** by the **employee** or their personal representative.

### What is not covered

## Cover 2

### Public and products liability

This insurance is provided on a 'Costs in Addition' basis. This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **legal costs** are payable in addition to the limit of indemnity specified in the schedule.

#### What is covered

**We** will indemnify **you** against **your** legal liability to pay damages arising out of the following:

- (a) Accidental **injury** of any person;
- (b) Accidental **damage** to **property**;
- (c) Nuisance, trespass to land, trespass to goods or interference with any easement of air, light, water or way;

**We** will not provide indemnity in respect of any liability which arises from any deliberate act or omission by **you**, which could reasonably have been expected having regard to the nature and circumstances of such act or omission, or which is a natural consequence of the ordinary conduct of **your business**;

happening during the period of insurance and caused either in connection with the **business** or by **products**.

**We** will, in addition, indemnify **you** against **legal costs**, other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada, in which circumstances **legal costs** shall be included within the limit of indemnity.

The total amount **we** will pay in respect of damages for:

- (a) any one **event**;
  - (b) all **events** happening during any period of insurance caused by **products**;
  - (c) all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance;
- shall not exceed the limit of indemnity shown in the schedule.

Where **we** are liable to indemnify more than one person, the total amount of indemnity to all parties, including **you**, in respect of damages arising from one **event** shall not exceed the limit of indemnity shown in the schedule.

#### What is not covered

No indemnity will be provided in respect of the following.

- (1) Any liability arising from advice, design or specification provided for a fee or for which a fee would normally be charged.
- (2) Any liability arising directly or indirectly from the following:
  - (i) Mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**.  
However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and
    - **you** have complied with any legal obligations to manage **asbestos** and
    - any discovery of **asbestos** by **you** is unintentional and accidental and
    - where, upon discovery of **asbestos**, all work immediately stops and
    - a HSA preferred asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out;
  - (ii) Fears of the consequences of exposure to, or inhalation of **asbestos**.

*continued*

## What is covered

## What is not covered

- (3) Any liability arising from any contract in respect of **products** supplied or contract work executed, by **you**, unless liability would have attached in the absence of that contract.
- (4) Any liability arising from **damage to property** which is owned or held in trust, by **you** or which is in **your** custody or control. This exclusion will not apply in respect of the following:
  - (a) Personal effects, including vehicles and their contents, belonging to **authorised clergy, employed persons, church committee members** or visitors.
  - (b) Premises and their contents not owned by, leased or rented by **you** at which **you** are undertaking work in connection with the **business**.
  - (c) Premises and their contents, hired by, or leased, rented or borrowed by **you**, but **we** shall not be liable for:
    - (i) any liability arising solely under the terms of any contract or agreement;
    - (ii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings.
- (5) The costs of remedying any defect, or alleged defect, in premises which **you** have disposed of.
- (6) **Damage** to or the costs of recall, removal, repair, alteration, replacement or reinstatement of any **product** supplied or contract work executed, by **you** which is caused by:
  - (a) a defect;
  - (b) its unsuitability for its intended purpose.
- (7) Any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**.

*continued*

## What is covered

## What is not covered

- (8) (a) Fines or penalties.
- (b) Liquidated damages.
- (c) Any compensation awarded by a Court of Criminal Jurisdiction.
- (d) Multiplied, aggravated, exemplary, or punitive damages.
- (9) Any liability arising from the following:
  - (a) The use by **you** or on **your** behalf, of any premises situated in the United States of America or Canada.
  - (b) **Products** sold or supplied on **your** behalf, from any premises situated in the United States of America or Canada.
  - (c) **Products** exported by **you** or on **your** behalf, to the United States of America or Canada.
- (10) Any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union.
- (11) Any liability arising directly, or indirectly, from **pollution or contamination**, unless the **pollution or contamination** is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance.  
For the purposes of this exclusion, all **pollution or contamination** which arises out of one incident, shall be deemed to have occurred at the time such incident takes place.
- (12) Any liability arising from:
  - (a) **products** incorporated in any craft designed to travel through air or space;
  - (b) **products** incorporated in any waterborne craft which could affect its safety, navigation or propulsion;
  - (c) **products** incorporated in mechanically propelled vehicles which could affect their safety;
  - (d) **products** incorporated in gas, chemical, petrochemical or power generation plant which is directly connected to manufacture, processing, storage or power generation; and which have been specifically supplied by **you** for that purpose.

*continued*

## What is covered

## What is not covered (continued)

- (13) Any liability connected directly or indirectly in any way with any error or omission in the provision of **pastoral care services**.
- (14) Any liability connected directly or indirectly in any way with any error or omission in the provision of professional counselling services.
- (15) Any liability arising from ownership, possession or use by **you** or on **your** behalf of:
  - (a) Any mechanically propelled vehicle.
  - (b) Any craft designed to travel in, on or through water, air or space. This exclusion shall not apply to any non-mechanically propelled waterborne craft, of less than 9 metres in length, whilst operated on inland waterways or within 3 miles of the coast.
- (16) Any liability arising from:
  - (i) The alteration, construction, demolition, maintenance (other than routine maintenance) of the **premises** or work in or on buildings at a height exceeding 6 metres from ground level.
  - (ii) The use of power driven woodworking machinery including chain saws other than portable hand held tools.
  - (iii) Tree felling or lopping.
  - (iv) Farming or any farm related activity.
  - (v) Work involving the use of scaffolding.
  - (vi) Work involving welding.
- (17) Any liability arising from:
  - (i) The use of inflatable 'bouncy castles' and similar such childrens' amusements.
  - (ii) Gymkhanas, hunting, steeple chasing, racing other than on foot and shooting including clay pigeon shooting.
- (18) Any liability arising from:
  - (i) Lifts or elevators which at any time carry passengers.
  - (ii) Any pressure vessel.
  - (iii) Spectators' stands.
- (19) Any liability arising from damage to property where there is a requirement to arrange cover under the R.I.A.I conditions or any similar clause.

## Extensions (each of which is subject to the terms of this policy)

### What is covered

#### 1. Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this policy, **we** will provide **you** with the following rates of compensation for each day on which attendance is required.

Any of <b>your authorised clergy</b> or <b>church committee</b> members	€750
Any <b>employed person</b>	€375

#### 2. Contingent motor liability

Notwithstanding the Vehicles exclusion (15), **we** will indemnify **you** alone in respect of legal liability for **injury** or **damage** arising out of the use by any **employee**, in the course of the **business**, of any mechanically propelled vehicle which is neither owned by, nor provided by, **you**.

#### Guidance note (not forming part of the policy)

*It is not common practice to ask private individuals if they have their own motor insurance cover in force, but difficulties can occur with the use of commercial vehicles or site plant. It is always good practice to check that statutory motor insurance is in place. This is particularly so with risks where the multiple carriage of passengers is involved for example as in the use of trucks or tractors to tow trailers in any parade, street entertainment or similar social or fund-raising activity. Motor insurance should be arranged by the owners of such vehicles which should include cover in respect of liability for passengers carried.*

*You should obtain written confirmation that the appropriate motor insurance cover is in force.*

### What is not covered

**We** will not provide an indemnity in respect of the following:

- (a) **Damage** to such vehicle or any **property** contained or being transported within it.
- (b) **Injury** or **damage** arising while the vehicle is being driven by **you**.
- (c) **Injury** or **damage** arising while the vehicle is being driven by any person who, to **your** knowledge, does not hold a licence to drive such a vehicle (unless they have held, and are not disqualified for holding or obtaining, such a licence).
- (d) Circumstances where **you** are entitled to indemnity under any other insurance.
- (e) **Injury** or **damage** arising outside the **geographical limits**.

## What is covered

### 3. Cross liabilities

If **you** consist of more than one party, **we** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner, and to the same extent, as if a separate policy had been issued to each, subject to the maximum amount payable in respect of damages arising out of one **event** to all such parties not exceeding the limit of indemnity.

### 4. Data Protection Act 1988

**We** will indemnify **you** against legal liability to pay damages and claimant's costs and expenses for damage or distress in accordance with section 7 of the Data Protection Act 1988 (amended by the Data Protection (Amendment) Act 2003).

This indemnity is subject to **you** being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that you have taken all reasonable care to comply with its requirements.

## What is not covered

**We** will not provide any indemnity in respect of:

- (a) The payment of fines or penalties.
- (b) The costs of supplementing, rectifying, erasing, blocking or destroying any personal data or the cost of notifying anyone of these changes.
- (c) Liability arising from or caused by a deliberate or intentional act by or omission of any person entitled to indemnity.
- (d) Claims arising out of circumstances which have been notified to previous insurers or which were known to **you** at the inception of this extension.
- (e) Legal liability where indemnity is provided by any other insurance.

## What is covered

### 5. Errors and omissions

#### Guidance note (not forming part of the policy)

*Under Cover 2 of this section we provide cover for your liabilities arising from physical injury to third parties or damage to third party property.*

*Under this Extension (5) we provide cover for some liabilities which you may incur in other circumstances and which involve an alleged or actual 'breach of duty' on your part. An example would be the double-booking of two wedding ceremonies.*

This insurance covers only those losses which arise from claims made and notified to **us** during the period of insurance.

**We** will indemnify **you** against all sums which **you** become legally liable to pay as damages and all other costs and expenses as a result of errors or omissions in the rendering of services and facilities provided by **you** or on **your** behalf in connection with **your business** which gives rise to a claim made against **you** and notified to **us** during the period of insurance.

The most **we** will pay under this extension in the period of insurance will be €150,000.

All claims resulting from a single error or omission will be deemed to have been made during the period in which the first claim was accepted by **us**.

## What is not covered

**We** will not provide any indemnity in respect of the following:

- (a) Liability where indemnity is provided by any other insurance.
- (b) Liability in respect of **bodily injury** or **damage** to property.
- (c) Any person committing or condoning any criminal, dishonest or fraudulent act or omission.
- (d) Liability assumed by agreement unless liability would have attached without such agreement.
- (e) The consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim.
- (f) Advice, design or specification given for a fee or for which a fee is normally payable, professional counselling services or **pastoral care services**.
- (g) Any legal action brought in a court of law outside the **geographical limits**.
- (h) Liability for any claim made against **you** by reason of any act committed or alleged to have been committed prior to the retroactive date shown on the schedule.
- (i) Liability arising from any allegation of unfair or wrongful dismissal and all other employment disputes.
- (j) Liability arising from any allegation of discrimination.

## What is covered

### 6. Errors and omissions – independent examination

This insurance covers only those losses which arise from claims made and notified to **us** during the period of insurance.

**We** will indemnify **your** appointed Independent Examiner against all sums which the Independent Examiner becomes legally liable to pay as damages and all other costs and expenses as a result of errors or omissions in the independent examination of **your** accounts as required by legislation which gives rise to a claim made against the Independent Examiner and notified to **us** during the period of insurance.

The most **we** will pay under this extension in the period of insurance will be €37,500.

All claims resulting from a single error or omission will be deemed to have been made during the period in which the first claim was accepted by **us**.

### 7. Indemnity to private hirers

At **your** request, the indemnity provided by Cover 2 will extend to include liability incurred by any persons hiring **your premises** in connection with the organisation of a private social event on no more than three occasions per hirer during the period of insurance.

The most **we** will pay under this extension inclusive of all damages, costs and expenses is:

- (i) €2,500,000 any one **event**;
- (ii) €2,500,000 any one period of insurance for claims arising from **products**.

## What is not covered

**We** will not provide any indemnity in respect of the following:

- (a) Liability where indemnity is provided by any other insurance.
- (b) Liability in respect of **bodily injury** or **damage** to property.
- (c) Any person committing or condoning any criminal, dishonest or fraudulent act or omission.
- (d) Liability assumed by agreement unless liability would have attached without such agreement.
- (e) The consequences of any circumstances known to the Independent Examiner at the commencement of this cover which may give rise to a claim.
- (f) Liability arising from a full audit of the accounts by a registered auditor.
- (g) Any legal action brought in a court of law outside the **geographical limits**.
- (h) Liability for any claim made against **you** by reason of any act committed or alleged to have been committed prior to the retroactive date shown on the schedule.

**We** will not provide an indemnity in respect of the following:

- (a) Liability incurred in respect of accidents away from the hired premises.
- (b) Liability arising out of food and drink supplied at the event where such goods have been supplied by a professional caterer.
- (c) Liability arising out of the use of 'bouncy castles' or other inflatables, fly walls, bungee equipment or any similar activity equipment.
- (d) Liability arising from bonfires and fireworks.
- (e) Liability arising out of any organised sports activities.
- (f) Liability arising out of any other activity of a hazardous nature.
- (g) Liability assumed by agreement unless liability would have attached without such agreement.
- (h) Liability which is insured elsewhere under any other policy.

## What is covered

### 8. Libel and slander

This insurance covers only those losses which arise from claims made against **you** during the period of insurance.

**We** will indemnify **you** against liability incurred by **you** arising from or caused by:

- (i) the publication or utterance by **you** or on **your** behalf of a libel or slander;
- (ii) infringement of trademark, registered design, copyright or patent right.

Provided that a claim is first made against **you** during the period of insurance.

The most **we** will pay under this extension is €150,000 in any one period of insurance.

All claims arising from a single libel, slander or infringement will be deemed to have been made during the period in which the first claim was accepted by **us**.

### 9. Overseas personal liability

**We** will indemnify **you** and if **you** request any **employee** or churchwarden of **yours** for personal liability for **injury** or **damage** arising other than in connection with the **business** or any business of the person claiming indemnity while such persons are temporarily outside the **geographical limits** in connection with the **business**.

**We** will in addition indemnify **you** against **legal costs** other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances **legal costs** shall be included within the limit of indemnity.

The most we will pay under this extension for damages for any one **event** is €2,600,000.

## What is not covered

**We** will not provide any indemnity in respect of:

- (a) Liability where indemnity is provided by any other insurance.
- (b) Liability assumed by agreement unless liability would have attached without such agreement.
- (c) The consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim.
- (d) Criminal or intentional libel, slander or infringement.
- (e) Any damages, costs or expenses brought about by the personal spite or ill will of **you** towards a claimant.
- (f) Publication or utterances made at the direction of any party entitled to indemnity by this section with the knowledge of the libellous or slanderous effect thereof.
- (g) Any legal actions in a court of law outside the **geographical limits**.

**We** will not provide any indemnity for any liability:

- (i) Which attaches solely because of a contract.
- (ii) Arising out of the ownership or occupation of land or buildings.
- (iii) Where indemnity is provided by any other insurance.
- (iv) Arising from any craft designed to travel in, on or through water, air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots, while operated on inland waterways or within 3 miles of the coast.
- (v) Arising from any mechanically or electrically propelled vehicle.
- (vi) In respect of **damage** to property belonging to or in the custody or control of or held in trust by **you** or any **employee** or churchwarden of **yours**.

**Guidance note** (not forming part of the policy)

*This extension provides indemnity for those involved in pastoral care services as defined on page 45.*

*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.*

**What is covered****10. Pastoral care indemnity**

This insurance covers only those losses which arise from claims made and notified to **us** during the period of insurance.

Notwithstanding the **pastoral care services** exclusion (13), **we** will indemnify **you** against all sums which **you** become legally liable to pay as damages and all other costs and expenses as a result of neglect, error or omission in the rendering of **pastoral care services** provided by **your** clergy or **employees** in connection with **your business** which gives rise to a claim made against **you** and notified to **us** during the period of insurance for the following:

- (1) Accidental **bodily injury** to persons other than any **employed person**.
- (2) Accidental loss of or **damage** to **property** not belonging to **you**.
- (3) Pecuniary loss other than arising from (1) or (2) above.

The most **we** will pay under this extension in the period of insurance will be:

- (a) €6,500,000 for claims arising under (1) or (2) above;
- (b) €150,000 for claims arising under (3) above.

All claims resulting from a single neglect, error or omission will be deemed to have been made during the period in which the first claim was accepted by **us**.

**What is not covered**

**We** will not provide any indemnity in respect of the following:

- (a) Liability where indemnity is provided by any other insurance or other extension of this policy.
- (b) Any person committing or condoning any criminal, dishonest or fraudulent act or omission.
- (c) Liability assumed by agreement unless liability would have attached without such agreement.
- (d) The consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim.
- (e) Liability arising from professional counselling services.
- (f) Any legal action brought in a court of law outside the **geographical limits**.
- (g) Liability for any claim made against **you** by reason of any act committed or alleged to have been committed prior to the retroactive date shown on the schedule.

**Special condition** specific to extension 10

It is a condition precedent to liability that **you** shall exercise reasonable care and diligence in the selection, appointment and supervision of persons undertaking **pastoral care services** on **your** behalf.

## What is covered

### 11. Church committee and trustee indemnity

The cover provided by this extension is in force only if **you** are permitted to avail of this type of insurance.

This insurance covers only those losses which arise from claims made and notified to **us** during the period of insurance.

- (a) **We** will indemnify:
- (i) The **trustee** against all sums which the **trustee** becomes legally liable to pay as damages and all other costs and expenses as a result of the **wrongful act** which gives rise to a claim made against the **trustee** and notified to **us** during the period of insurance.
  - (ii) The **church committee** against all sums which the **church committee** is required or permitted by law to pay to or on behalf of the **trustee** for the **trustee's** legal liability for damages and all other costs and expenses as a result of the **wrongful act** which gives rise to a claim made against the **trustee** and notified to **us** during the period of insurance.
- (b) **We** will indemnify the **church committee** and **trustee** against all sums which the **church committee** or **trustee** becomes legally liable to pay as damages and all other costs and expenses including reasonable costs incurred for restoration as a result of a document relating to the **business** being subject to **damage** which is discovered during the period of insurance and notified to **us** within 30 days.

#### Personal cover

- (1) **We** will treat:
- (a) the application for this insurance as a separate application for cover by each **trustee**;
  - (b) each claim made against any **trustee** and each loss suffered by any **trustee** as personal to that **trustee**;
  - (c) each claim for indemnity by any **trustee** as personal to that **trustee**;
- and the right of each **trustee** to indemnity shall not be affected by the situation or conduct of anyone else. *continued*

## What is not covered

**We** will not provide any indemnity in respect of the following:

- (a) Anything for which indemnity is provided under any other section or extension to this policy or by any other source.
- (b) Anything which was done when known to be a **wrongful act** or ignoring that possibility.
- (c) The consequences of any circumstances known by the **church committee** or **trustee** at the commencement of this cover which may give rise to a claim.
- (d) Liability arising from **bodily injury** to any person, **damage** to property (other than as provided under paragraph (b) of this extension) or infringement of intellectual property rights.
- (e) Liability arising from the rendering of any counselling, advice or other service.
- (f) Anything done in the capacity of trustee or administrator of any pension fund or scheme.
- (g) Any person committing or condoning any criminal, dishonest or fraudulent act or omission.
- (h) Liability assumed by agreement unless liability would have attached without such agreement.
- (i) Liability arising from any failure to arrange or maintain insurance.
- (j) Any legal action brought in a court of law outside the **geographical limits**.
- (k) Liability arising from any allegation of unfair or wrongful dismissal and any other employment dispute.
- (l) Liability arising from anything manufactured, sold or supplied by or on behalf of **you**.
- (m) Liability arising from any:
  - (i) personal guarantee or assurance given by the **trustee** to anyone (other than the **trustee** giving assurance that the **trustee** has the authority to do something); or
  - (ii) agreement that the **trustee** shall pay any penalty or fixed sum of money unless the **trustee** would still be legally liable even if that guarantee, assurance or agreement did not exist.

### What is covered

- (2) If the legal liability of the **trustee** is imputed or transferred to the lawful spouse of the **trustee** or any person deriving similar status in law **we** will provide to that person the personal indemnity to which the **trustee** would be otherwise entitled under this extension.
- (3) If the **trustee** should die, become insolvent or mentally incapacitated **we** will provide to the estate, heirs, legal representatives or assigns of the **trustee** the personal indemnity to which the **trustee** is entitled under this extension.
- (4) If the lawful spouse of the **trustee** or any person deriving similar status in law is entitled to any indemnity under 2 above and dies, becomes insolvent or mentally incapacitated **we** will provide that person's estate, heirs, legal representatives or assigns the personal indemnity to which that person is so entitled.

The most **we** will pay under this extension is €25,000 any one claim and €100,000 any one period of insurance.

All claims resulting from a single **wrongful act** will be deemed to have been made during the period in which the first claim was accepted by **us**.

### What is not covered

#### Definitions specific to extension 11

##### **Trustee**

means any trustee, officer, member or **employee** of the **church committee**.

##### **Wrongful act**

means any actual or alleged act which is wrongfully committed or attempted by the **trustee** when carrying out his or her duties as a **trustee**.

#### Special condition specific to extension 11

The **church committee** shall submit annual reports and accounts to their appropriate regulatory authority in accordance with prescribed timescales.

In the event of **your** auditor or independent examiner qualifying their opinion or expressing concerns about **your** accounts, accounting procedures or financial position in any of **your** Report and Accounts notification of such qualification and subsequent action taken by **you** and **your** regulatory authority is to be notified to **us** as soon as reasonably possible.

## What is covered

### 12. Professional counselling services

This extension is optional. The schedule will show if it is in force.

This insurance covers only those losses which arise from claims made and notified to **us** during the period of insurance.

**We** will indemnify **you** against all sums which **you** become legally liable to pay as damages and all other costs and expenses as a result of neglect, error or omission in the rendering of professional counselling services in conjunction with **your business** which are provided by persons whose names have been supplied to **us** and which gives rise to a claim made against **you** and notified to **us** during the period of insurance for the following:

- (1) Accidental **bodily injury** to or death, illness or disease of persons other than any **employed person**.
- (2) Accidental loss of or **damage** to **property** not belonging to **you**.
- (3) Pecuniary loss other than arising from (1) or (2) above.

The most **we** will pay under this extension in the period of insurance will be:

- (a) €2,500,000 for claims arising under (1) or (2) above;
- (b) as shown in the schedule for claims arising under (3) above.

All claims resulting from a single neglect, error or omission will be deemed to have been made during the period in which the first claim was accepted by **us**.

### Special condition specific to extension 12

It is a condition precedent to liability that **you** shall exercise reasonable care and diligence in the selection, appointment and supervision of persons undertaking professional counselling services on **your** behalf.

## What is not covered

**We** will not provide any indemnity in respect of the following:

- (a) Liability where indemnity is provided by any other insurance or other extension of this policy.
- (b) Any person committing or condoning any criminal, dishonest or fraudulent act or omission.
- (c) Liability assumed by agreement unless liability would have attached without such agreement.
- (d) The consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim.
- (e) Any legal action brought in a court of law outside the **geographical limits**.
- (f) Liability for any claim made against **you** by reason of any act committed or alleged to have been committed prior to the retroactive date shown on the schedule.

## What is covered

### 13. Medical Expenses

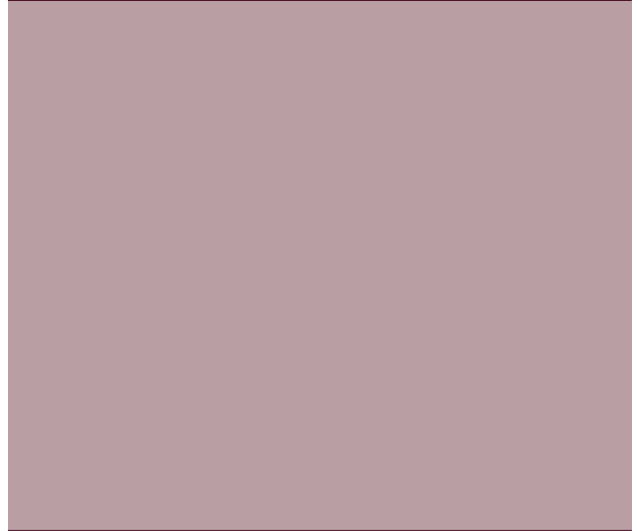
At **your** request on compassionate grounds, **we** will meet any reasonable medical expenses incurred by any person other than an **employee** resulting from an accident happening within the **geographical limits** arising out of **your** parish business or activities.

This extension will be inoperative if you have disclosed its existence without our consent.

The most **we** will pay under this extension is €1,500 any one person and €5,000 any one period of insurance.

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## What is not covered



## Prosecution defence costs

### What is covered

**We** will subject to the limit of indemnity indemnify **you** in respect of;

- (a) **legal costs** and expenses incurred with **our** written consent;
- (b) costs awarded against **you**;  
in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of:
  - (i) the Safety, Health and Welfare at Work Act 2005;
  - (ii) the Sale of Goods and Supply of Services Act 1980;
  - (iii) the Defective Products Act 1991;
  - (iv) the Food Safety Authority of Ireland Act 1998; alleged to have been committed during the period of insurance in connection with the **business**.

### What is not covered

**We** will not provide any indemnity:

- (a) where indemnity is provided by any other insurance;
- (b) in circumstances where **injury** or **damage** has occurred which may be the subject of a claim under either the Employers' liability or Public and products liability covers of this section;
- (c) in respect of fines or penalties of any kind;
- (d) in respect of any costs expenses or reimbursements resulting from an order made under Section 54 or resulting from any charges under Section 21 of the Food Safety Authority of Ireland Act 1998;
- (e) where the proceedings have resulted from any deliberate act or omission by:
  - (i) **you** or any **authorised clergy, church committee** member or churchwarden of **yours**;
  - (ii) any **employee** of **yours** who has specific responsibility for compliance with the above legislation;

which could reasonably have been expected to constitute a breach of the above legislation.

### Limit of indemnity

The total amount **we** will pay in respect of any one claim under this cover shall not exceed €500,000.

## 7 Legal expenses

The schedule will show if this section applies and the cover in force.

### **Guidance note** (not forming part of the policy)

*To ensure an expert service the cover under this section is provided by DAS Legal Expenses Insurance Company Limited (DAS).*

*When presenting a claim for legal expenses the insured person must inform DAS as soon as possible and within the time limits stipulated under the individual covers and general exclusions to this section giving full details in writing of the insured incident and provide such proofs supporting evidence and other information DAS may require.*

*DAS is authorised and regulated by the Financial Services Authority and is subject to the Irish Financial Regulator's conduct of business rules and Consumer Protection Code.*

*Send your claim to:*

*DAS Legal Expenses Insurance Company Limited*

*12 Duke Lane*

*Dublin 2*

*Telephone 1850 670 747*

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If this section is insured the following services are provided 24 hours a day, seven days a week. To help DAS check and improve their service standards, DAS record all the legal advice calls. DAS does not record the counselling telephone calls.

### **Legal advice service**

DAS will provide legal advice on any legal problem affecting you under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### **Telephone**

**1850 670 747**

### **Counselling helpline**

DAS will provide a confidential counselling service over the telephone including, where appropriate, onward referral to voluntary and professional services.

### **Telephone**

**1850 670 407**

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

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## Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

### ***Appointed representative***

means the lawyer or accountant or other suitably qualified person who has been appointed to act for an ***insured person*** in accordance with the terms of this section.

### ***Costs and expenses***

means

#### (1) ***Legal costs***

All reasonable and necessary costs chargeable by the ***appointed representative*** on a party/party basis. Also the costs incurred by opponents in civil cases if an ***insured person*** has been ordered to pay them or pays them with ***our*** agreement.

#### (2) ***Accountants' costs***

A reasonable amount in respect of all costs reasonably incurred by the ***appointed representative*** in accordance with ***our*** claims handling instructions.

#### (3) ***Attendance expenses***

The ***insured person's*** salary or wages for the time that the ***insured person*** is off work to attend any arbitration court or tribunal hearing at the request of the ***appointed representative*** or as a defendant or while attending jury service. ***We*** will pay for each half or whole day that the court, tribunal or the ***insured person's*** employer will not pay for.

The amount ***we*** will pay is based on the following.

- (a) The time the ***insured person*** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half-day assuming that a whole day is eight hours.
- (b) If the ***insured person*** works full-time the salary or wages for each whole day equals  $\frac{1}{250}$ th of the ***insured person's*** yearly salary or wages.
- (c) If the ***insured person*** works part-time the salary or wages will be a proportion of the ***insured person's*** weekly salary or wages.

### ***Date of occurrence***

means

- (1) For civil cases (other than ***Insured event 6*** -Tax Protection) when the cause of the action accrued.
- (2) For criminal cases when the ***insured person*** commenced or is alleged to have commenced to violate the criminal law in question.
- (3) For Tax Protection when the relevant authority sends an assessment or written decision to the ***Insured*** following an audit.

**Insured events**

means the circumstances in which the insurance provided by this section will operate as described in each separate cover.

**Insured person**

means **you** and **your** employees and **your authorised volunteers**.

**Limit of indemnity**

means the sum shown in the schedule which is the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause.

**Period of insurance**

means the period for which **we** have agreed to cover the **insured person** and for which the premium has been paid.

**Territorial limit**

means

For **insured events** 2 Bodily injury, 3 Legal defence for you (excluding 3 (3)) and 4 Legal defence for your employees and authorised volunteers (excluding 4 (3))

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other **insured events**

The Republic of Ireland.

**We/us/our**

means DAS Legal Expenses Insurance Company Limited.

## What is covered

**Applying to all insured events**

**We** will indemnify the **insured person** in respect of any **insured event** arising in connection with **your** business or activities as long as:

(a) the **date of occurrence** of the **insured event** happens during the **period of insurance** and within the **territorial limit**;

and

(b) any legal proceedings will be dealt with by a court or other body which **we** agree to in the **territorial limit**;

and

(c) in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all **insured events** **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used **we** will pay the **costs and expenses** incurred for this.

**We** will pay the Employment Financial Compensation Awards that **we** have agreed to.

For Insured event 2 Bodily injury we will pay the application fee required by the InjuriesBoard.ie (IB).

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the **limit of indemnity** in the policy schedule.

## What is not covered

### Applying to all insured events

- (1) Any claim reported to **us** more than 180 days after the date an **insured person** should have known about the **insured event**.
- (2) Any **costs and expenses** incurred before the written acceptance of a claim by **us**.
- (3) Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured event 5** Cover 2 Employment Financial Compensation Awards.
- (4) Any claim arising out of ecclesiastical law and falling within the jurisdiction of the ecclesiastical courts.
- (5) Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- (6) Any claim relating to franchise rights or agency rights where **you** have the legal capacity to alter the legal relations of another.
- (7) Any **insured event** deliberately or intentionally solicited by an **insured person**.
- (8) A dispute with **us** not otherwise dealt with under Condition 7.
- (9) Any claim relating to a shareholding or partnership share in **you** unless such shareholding was acquired under a scheme open to all **your** employees or a substantial number of them of a certain minimum grade other than **your** directors or partners.
- (10) Judicial review.
- (11) Any legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **appointed representative**.
- (12) When either at the commencement of or during the course of a claim **you** are bankrupt or have filed a bankruptcy petition, or winding-up petition, or have made an arrangement with **your** creditors, or have entered into a deed, arrangement or are in liquidation or part or all of **your** affairs or property are in the care or control of a receiver or administrator.

## What is covered

### Insured event 1

#### Property protection

**We** will negotiate for **your** legal rights in any civil action relating to material property which is owned by **you** or **your** responsibility following:

- (1) any event which causes or could cause physical damage to such material property; or
- (2) any nuisance or trespass.

### Insured event 2

#### Bodily injury

At **your** request **we** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of or bodily injury to them.

This includes assisting the **insured person** (and family member if applicable) through **our** claims and legal advice service to register their claim with the InjuriesBoard.ie (IB).

## What is not covered

Any claim relating to the following:

- (i) A contract entered into by **you**.
- (ii) Goods in transit or goods lent or hired out.
- (iii) Goods at premises other than those occupied by **you** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **you**.
- (iv) Mining subsidence.
- (v) Defending **your** legal rights other than in defending a counter-claim.
- (vi) A motor vehicle owned by or hired or leased to or used by an **insured person**.

Any claim relating to the following:

- (i) Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.
- (ii) Defending an **insured person's** or their family members' legal rights other than in defending a counter-claim.
- (iii) A motor vehicle owned by or hired or leased to or used by an **insured person**.
- (iv) The cost of obtaining a medical report when registering a claim with the IB.

## What is covered

### Insured event 3

#### Legal defence for you

- (1) **We** will defend **your** legal rights:
  - (a) prior to the issue of legal proceedings when dealing with the Gardaí or Health and Safety Authority or regional health boards where it is alleged that **you** have or may have committed a criminal offence; or
  - (b) following an event which leads to **you** being prosecuted in a court of criminal jurisdiction.
- (2) **We** will defend **your** legal rights following civil action taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- (3) **We** will represent **you** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **your** business.
- (4) **We** will represent **you** in appealing against the refusal of the Data Protection Commissioner to register **your** application for registration.
- (5) **We** will pay **your attendance expenses** for jury service.

#### *Provided that*

In so far as proceedings under the Safety, Health and Welfare at Work Act 2005 are concerned the **territorial limit** shall be any place where the Act applies.

## What is not covered

- (i) Any claim which leads to the **you** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.
- (ii) Any claim relating to acts or allegations of physical or sexual abuse by the **you**.

## What is covered

### Insured event 4

#### Legal defence for your employees and authorised volunteers

The following will be provided at **your** request.

- (1) **We** will defend the **insured person's** (other than **your**) legal rights:
  - (a) prior to the issue of legal proceedings when dealing with the Gardaí or Health and Safety Authority or regional health boards where it is alleged that the **insured person** has or may have committed a criminal offence;
  - (b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.
- (2) **We** will defend the **insured person's** (other than **your**) legal rights if an event arising from their work as an employee leads to a civil action being taken against them as a trustee of a pension fund set up for the benefit of **your** employees.
- (3) **We** will represent the **insured person** (other than **you**) in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **your** business.
- (4) **We** will pay the attendance expenses of an **insured person** (other than **you**) for jury service.

#### *Provided that*

In so far as proceedings under the Safety, Health and Welfare at Work Act 2005 are concerned the **territorial limit** shall be any place where the Act applies.

## What is not covered

- (i) Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.
- (ii) Any claim relating to acts or allegations of physical or sexual abuse by the **insured person**.

## What is covered

### Insured event 5 Employment disputes and financial compensation awards

#### Cover 1

##### Employment disputes

**We** will represent **you** in:

- (1) defending **your** legal rights prior to the issue of proceedings before a Rights Commissioner court or tribunal following the dismissal of an employee;
- (2) defending **your** legal rights in legal proceedings in respect of any dispute with an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of or relates to a contract of employment with **you**; or
- (3) defending **your** legal rights in legal proceedings in respect of any dispute with an employee, ex-employee or prospective employee arising from any alleged breach of their statutory rights under employment legislation.

## What is not covered

- (i) Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this section.
- (ii) Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this section if the **date of occurrence** was within the first 180 days of the indemnity provided by this section.
- (iii) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section.
- (iv) Any claim in respect of damages for personal injury or loss of or damage to property.
- (v) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000, European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation.
- (vi) Employee internal disciplinary or grievance procedures.

## What is covered

### Cover 2

#### Employment Financial Compensation Awards

**We** will pay any financial compensatory award otherwise payable by the **Insured** in respect of a claim **we** have accepted under **insured event 5** Cover1 above.

*Provided that*

- (1) throughout any contract of employment dispute the **Insured** has sought and followed advice from **our** legal advice services;
- (2) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed the advice from **our** legal advice service since the date when **you** should have known about the employment dispute;
- (3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy but not the redundancy payment itself **you** have sought and followed the advice from **our** Claims department prior to serving notice of redundancy;
- (4) the compensation is awarded by a Rights Commissioner or tribunal under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **us**;
- (5) the total of the compensation awards payable by **us** shall not exceed €1,500,000 in any one **period of insurance**.

## What is not covered

- (i) Any financial compensation award relating to the following:
  - (a) Trade union activities, trade union membership or non-membership.
  - (b) Pregnancy, maternity or paternity rights.
  - (c) Statutory rights in relation to trustees of occupational pension schemes.
  - (d) Statutory rights in relation to Sunday shop and betting work.
- (ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- (iii) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the Minimum Wage Act 2000 or any amending legislation.
- (iv) Any financial compensation award or increase in financial compensation award ordered by a tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement or re-engagement order.

## What is covered

### Insured event 6

#### Tax protection

(a) Revenue audits

**We** will negotiate on **your** behalf and represent **you** in any subsequent appeal proceedings in respect of an audit carried out by the Revenue Commissioners into **your** business accounts.

(b) Employers' compliance

**We** will negotiate on **your** behalf and represent **you** in any appeal proceedings in respect of a dispute concerning **your** compliance with Pay As You Earn or Social Insurance Contribution Regulations following an audit by the Revenue Commissioners or The Department of Social Community and Family Affairs.

(c) VAT disputes

**We** will negotiate on **your** behalf and represent **you** in any appeal proceedings following an audit carried out by the Revenue Commissioners in respect of Value Added Tax due.

*Provided that*

- (1) for all **insured events you** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed;
- (2) **you** and the **appointed representative** comply with **our** claims handling instructions throughout the course of the claim.

## What is not covered

- (i) Any **insured event** arising from a tax avoidance scheme.
- (ii) Any **insured event** caused by **your** failure to register for Value Added Tax.
- (iii) Any **insured event** arising from any investigation or enquiry undertaken by the Revenue Commissioners into alleged dishonesty or alleged criminal activities.

### How we deal with tax protection claims

**Our** claims handling instructions for **you** are provided in a separate document called 'How we deal with tax protection claims under your commercial legal protection policy' (A step by step guide to your tax claim).

The claims handling instructions for the **appointed representative** are in a document called 'Procedure for Appointed Representative when dealing with Tax Protection Claims'.

These documents are sent out with the policy documents.

If you need further copies please contact Ecclesiastical.

## What is covered

### Insured event 7

#### Contract disputes

**We** will negotiate for **your** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

#### *Provided that*

- (1) the amount in dispute exceeds €300;
- (2) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed €300;
- (3) if the dispute relates to money owed to **you** a claim under this section is made within 90 days of the money becoming due and payable.

## What is not covered

- (i) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
- (ii) Any claim relating to the following:
  - (a) The settlement payable under an insurance policy.
  - (b) A lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
  - (c) A loan, mortgage, pension or any other financial product and choses in action.
  - (d) A motor vehicle owned by or hired by or leased to **you**.
- (iii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with **you**.
- (iv) A dispute which arises out of the:
  - sale or provision of computer hardware, software, systems or services; or
  - purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.
- (v) A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
- (vi) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.
- (vii) The first €600 of **legal costs** unless the dispute is to be dealt with under the Small Claims Court procedure.

## What is covered

### Insured event 8

#### Debt recovery

**We** will negotiate for **your** legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services.

#### *Provided that*

- (1) the debt exceeds €300;
- (2) **you** have exhausted all credit control and accounting procedures as declared to **us**;
- (3) a claim for debt recovery under this section is made within 90 days of the money becoming due and payable;
- (4) **We** have the right to select the method of enforcement or to forego enforcing judgement if **we** are not satisfied that there are or will be sufficient assets available to satisfy judgement.

## What is not covered

- (i) Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
- (ii) The recovery of money and interest due from another party where the other party intimates that a defence exists.
- (iii) Any claim relating to the following:
  - (a) The settlement payable under an insurance policy.
  - (b) A lease, licence or tenancy of land or buildings.
  - (c) A loan, mortgage, pension or any other financial product and choses in action.
  - (d) A motor vehicle owned by or hired or leased to **you**.
- (iv) A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.

## Special conditions

- 1** An **insured person** must:
  - (a) keep to the terms and conditions of this section;
  - (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
  - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - (d) try to prevent anything happening that may cause a claim;
  - (e) send everything **we** ask for, in writing;
  - (f) give **us** full details of any claim as soon as possible and give **us** any information they need.
  
- 2**
  - (a) **We** can take over and conduct in the name of an **insured person** any claim or legal proceedings at any time.  
**We** can negotiate any claim on behalf of an **insured person**.
  - (b) **We** will choose the **appointed representative** to represent an **insured person** in any proceedings where **we** are liable to pay an Employment Financial Compensation Award.  
  
In any other case an **insured person** is free to choose an **appointed representative** by sending **us** a suitably qualified person's name and address if:
    - (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the **insured person** in those proceedings;
    - or
    - (ii) there is a conflict of interest.
  - (c) Before an **insured person** chooses a lawyer or an accountant **we** can appoint an **appointed representative**.
  - (d) An **appointed representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment.  
The **appointed representative** must co-operate fully with **us** at all times.
  - (e) **We** will have direct contact with the **appointed representative**.
  - (f) An **insured person** must co-operate fully with **us** and the **appointed representative** and must keep **us** up to date with the progress of the claim.
  - (g) An **insured person** must give the **appointed representative** any instructions that **we** require.
  
- 3**
  - (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.
  - (b) If an **insured person** does not accept a reasonable offer to settle a claim **we** may refuse to pay any further **costs and expenses**.
  - (c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
  
- 4**
  - (a) If **we** ask an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
  - (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

- 5** If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason the cover **we** provide will end at once unless **we** agree to appoint another **appointed representative**.
  - 6** If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to an **appointed representative** the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
  - 7** If **we** and an **insured person** disagree about the choice of **appointed representative** or about the handling of a claim **we** and the **insured person** can choose another suitably qualified person to decide the matter.  
**We** and the **insured person** must both agree to this in writing. If **we** cannot agree with the **insured person** about the choice of the second suitably qualified person **we** will ask the president of the Law Society of Ireland to choose a suitably qualified person.  
Whoever loses the disagreement will have to pay the cost of settling it.
  - 8** **We** may at **our** discretion require **you** to obtain an opinion from counsel at **your** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings the cost of obtaining the opinion will be paid for by **us**.
  - 9** **We** will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this policy did not exist.
  - 10** This section will be governed by the laws of the Republic of Ireland.
-

## 8 Personal accident

The schedule will show if this section applies and the cover in force.

### Guidance note (not forming part of the policy)

*Under 'What is not covered', part (f) we list some high risk sports and activities for which we will not automatically provide cover under this section. However, there are other unconventional sports or activities which we have not listed but which are generally considered to be hazardous.*

*Whilst it is impossible to provide an exhaustive list of such activities, we consider them to be excluded on the basis of (g), 'What is not covered', ie wilful exposure to needless peril.*

*If you are in any doubt about any activity which an Insured person wants to take part in please contact us and we will advise you if the personal accident cover is affected.*

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below. Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

#### **Accidental bodily injury**

means bodily injury or injuries 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 is the sole cause of the death or disablement of the **insured person**.

#### **Insured person(s)**

means:

- (a) Members of the clergy whether on duty or not in the **geographical limits** or whilst temporarily outside the **geographical limits**.
- (b) Employees, members of the **church committee** and **authorised volunteers** all acting under **your** authority whilst engaged in **your** business or authorised activities in the **geographical limits**.
- (c) Children aged 3 or over taking part in activities in the **geographical limits**, which are organised by **you** and directly supervised by a person or persons authorised by **you**.
- (d) Any member of a party travelling with **your** knowledge and authority on a tour organised by **you**.

#### **Loss of eye(s)**

means total and irrecoverable loss of sight in one or both eyes.

#### **Loss of limb(s)**

means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs.

#### **Permanent total disablement**

means total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)**) from usual occupation or from that occupation for which the individual is suited by training or qualification which shall have lasted for 104 weeks and which will in all probability continue for the remainder of life.

#### **Temporary total disablement**

means disablement from carrying out the **insured person's** normal parochial duties (or in the case of persons under 16 disablement from participating in the **insured person's** normal activities with **you**).

### What is covered

**We** will pay **you** the benefits shown in the schedule if any **insured person** suffers **accidental bodily injury**.

### What is not covered

- (i) **Accidental bodily injury** resulting from the following:
  - (a) Any criminal act by an **insured person**.
  - (b) Insanity, suicide or attempted suicide.
  - (c) The use of alcohol or drugs by the **insured person**.
  - (d) Any health problem which **you** or the **insured person** know of or should have known about at the start of the insurance or when it was renewed and which has not been accepted by **us** in writing.
  - (e) Childbirth or pregnancy.
  - (f) The following:
    - Aqualung diving;
    - Flying (except as a fare-paying passenger), hang-gliding or parachuting;
    - Hunting on horseback, polo, show jumping or steeple chasing;
    - Driving, riding or sailing in any kind of race;
    - Riding motor cycles or motor scooters as a driver or passenger;
    - Winter sports other than curling or ice-skating;
    - Mountaineering, cliff or rock climbing, abseiling, subterranean or elastic rope sports or activities;
    - Playing in any sport professionally;
    - Service in the armed forces;
    - Football other than amateur association football, amateur rugby football, gaelic football and hurling.
  - (g) Wilful exposure to needless peril (except in an attempt to save human life).

## Extensions

### What is covered

#### 1. Medical and other expenses

- (a) Medical, dental or surgical expenses incurred by the **insured person** up to €2,500;  
and
- (b) **Damage to personal effects**, if not insured elsewhere under this policy up to €1,000; arising from **accidental bodily injury** for which benefit is paid under this section.

#### 2. Loss of deposits

Unused travel and accommodation expenses which the **insured person** is unable to recover if it is necessary to cancel or curtail their participation in a tour organised by **you** because of **accidental bodily injury** or illness of an **insured person** or of any relative, fiancé, fiancée, close business associate or travelling companion of the **insured person**.

##### *Limit*

any one person €250.

#### 3. Assault

If any member of the **church committee**, clergy, employee, **authorised volunteer** or other representative of **yours** is assaulted whilst engaged in **your** business or authorised activities within the **geographical limits we** will pay up to €7,500 for medical, dental or surgical expenses incurred. This is in addition to any amount that may be payable under Extension 1 above.

### What is not covered

Any claim arising from **accidental bodily injury** or illness which results from causes described in 'What is not covered'.

## Complaints procedure

(not forming part of the policy)

If you have any reason to complain you can make your complaint in writing or verbally to any member of staff or to the Manager at:

### **For all complaints other than Legal expenses complaints**

Ecclesiastical Insurance Office plc  
Fitzwilliam Business Centre,  
77 Sir John Rogerson's Quay,  
Dublin 2.

Tel 01 662 4933

Fax 01 662 4639

Email [ireland@eigmail.com](mailto:ireland@eigmail.com)

### **For Legal expenses complaints**

DAS Legal Expenses Insurance  
Company Limited  
12 Duke Lane,  
Dublin 2.

Tel 01 670 7470

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

We will acknowledge all complaints within five working days.

If you are not satisfied with our response, or we have not completed our investigation after 25 working days, we will inform you of your right to take your complaint to:

Financial Services Ombudsman  
3rd Floor,  
Lincoln Place,  
Dublin 2.

Lo Call 1890 882090

Tel 01 662 0899

Email [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

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

## **The Financial Services Compensation Scheme (FSCS)**

(not forming part of the policy)

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

This scheme extends to include policies issued by the Republic of Ireland branches of United Kingdom Insurers.

Its aim is to protect private and small business/charity customers should an insurer go out of business and be unable to meet its liabilities or pay claims. You may be entitled to compensation depending upon your income and the number of people you employ.

If so, FSCS may arrange to transfer your policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation you can receive from the scheme for a claim against an insurance firm depends on the type of insurance policy.

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,  
7th Floor, Lloyds Chambers,  
1 Portsoken Street,  
London E1 8BN.

Tel +44 (0)20 7892 7300

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

# Notes

Ecclesiastical Insurance Office plc is authorised and regulated by the Financial Services Authority (FSA) in the UK.

Charity  
Care sector  
Heritage  
Education  
Commercial bespoke  
Property Owners  
Apartment blocks  
Schemes  
Shops  
Offices  
Faith

For further information on any  
of our products, call us on

Or visit us at

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



Fitzwilliam Business Centre,  
77 Sir John Rogerson's Quay,  
Dublin 2, Ireland

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