

# summary of cover

CARE INSURANCE



Republic of Ireland

Version 2

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

## The policy offers you the option to insure

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

## In addition

- Where you have selected buildings or contents, you will automatically receive equipment breakdown cover; helping you to get an extensive range of equipment up-and-running again

The summary highlights the main features and exclusions to help you decide if the policy meets your needs. For all the terms and conditions that apply, please consult the policy document.

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

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

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



# Property damage

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

## How will my claim be settled?

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

### Features and benefits

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

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

You select the sums to be insured.

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

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

### Inflation protection

The policy offers a choice of inflation protection measures:-

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

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

### Significant exclusions and limitations

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

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

#### Important Note

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

## Special features

### Features and benefits

#### Bequeathed property

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

#### Temporary accommodation for resident proprietors and staff

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

#### Hired-in property

Insured for the events you have selected under Property damage.

#### Personal belongings

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

#### Resident employees' personal belongings

Resident employees' personal belongings can be covered.

#### Residents' personal belongings

Residents' personal belongings can be covered.

### Significant exclusions and limitations

- excluding property insured elsewhere  
- page 28 of the policy

#### *Limits*

Any one bequest

€375,000 for buildings

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

#### *Limit*

€22,500 for any one period of insurance

#### *Limit*

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

#### *Limit*

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

#### *Limit*

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

#### *Limit*

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

## Features and benefits

### Freezer contents

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

### Fire brigade charges

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

### Landscaping costs

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

### Trace and access

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

## Significant exclusions and limitations

### Limit

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

€1,500 any one claim for drugs

### Limit

€10,000

- limited to damage by certain insurable events – page 28 of the policy

### Limit

€10,000 any one claim

### Limit

€25,000 any one claim

## Plus

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

### Business assistance

In the event of an unforeseen emergency, which causes damage or potential danger to your property you can call upon DAS, who will contact a suitable repairer or contractor on your behalf. You are responsible for paying the contractors' fees but if the damage is covered under the policy you will be able to submit a claim in the normal way.

# Property damage plus

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

## How will my claim be settled?

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

### Features and benefits

#### Cover A Extended Cover

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

#### Cover B Deterioration of stock

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

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

### Significant exclusions and limitations

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

- Excluding theft from motor vehicles unless they are locked, the property is stored out of sight and there are visible signs of forcible entry  
- page 35 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule
- excluding failures in any unit that is over 7 years old unless the unit is the subject of a manufacturers guarantee or an annual maintenance contract.  
- page 36 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

# Equipment breakdown

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

## How will my claim be settled?

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

### Features and benefits

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

Any electrical or mechanical equipment unless excluded.

The covered equipment:

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

#### Computers

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

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

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

### Significant exclusions and limitations

#### Limit

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

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

#### Limit

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

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

## Special features

### Features and benefits

#### Expediting expenses

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

#### Loss avoidance

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

#### Business interruption

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

#### Increased cost of working

Costs incurred in maintaining computer operations following a computer breakdown.

### Significant exclusions and limitations

#### Limit

€22,500 any one period of insurance

#### Limit

€7,500 any one period of insurance

#### Limit

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

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

#### Limit

€37,500 any one period of insurance

# Business interruption

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

## How will my claim be settled?

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

### Features and benefits

#### Loss of revenue

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

#### Additional cost of working items

Covers expenses incurred to reduce the loss of revenue

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

### Significant exclusions and limitations

#### Limit

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

### Special features

#### Features and benefits

#### Additional increase in cost of working

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

#### Prevention of access

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

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

#### Significant exclusions and limitations

#### Limit

€37,500 (can be increased upon request)

#### Limit

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

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

## Features and benefits

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

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

The specified diseases that we cover are listed in the policy.

### **Failure of electricity, gas, water or telecommunications**

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

### **Suppliers and off site-storage extension**

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

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

### **Excursions**

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

### **Increased cost of working**

Costs incurred in maintaining computer operations following a computer breakdown.

## Significant exclusions and limitations

### *Limit*

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

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

### *Limit*

€7,500 any one incident

### *Limit*

€15,000 any one incident

### *Limit*

€35,000 any one incident

### *Limit*

€37,500 any one period of insurance

# Liabilities

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

## How will my claim be settled?

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

### Features and benefits

#### Employers' liability

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

#### Public and products liability

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

#### Treatment risk including personal indemnity for nurses

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

- medical or dental treatment given (other than treatment or services given by any principal, director or employee of yours)
- the supply of medicine or drugs
- the provision of personal grooming services

Also provides a personal indemnity for nurses – including 'proprietor nurses' – acting in an individual capacity.

### Significant exclusions and limitations

#### Limit

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

#### Limit

€6,500,000

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

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

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

#### Limit

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

## Special features

### Features and benefits

#### Residents' personal liability

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

#### Prosecution defence costs

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

### Significant exclusions and limitations

#### Limit

€2,000,000 any one event

#### Limit

€500,000

## Loss of registration

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

### Features and benefits

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

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

### Significant exclusions and limitations

#### Limit

€150,000 (can be increased upon request)

The policy excludes losses

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

# Legal expenses

The legal expenses cover is provided by DAS Legal Expenses Insurance Company Limited (DAS).

## Features and benefits

DAS will protect your legal position in the areas shown below.

In civil claims it must be more likely than not that the insured person will recover damages or make a successful defence of their claim.

Unless DAS agree to start court proceedings or there is a conflict of interest, DAS is free to choose a representative to help the insured person.

Cover is available under the headings of Employment disputes, Legal defence, Statutory licence protection, Tax protection, Contract disputes, Debt recovery, Property protection and Bodily injury.

## Significant exclusions and limitations

- excluding costs and expenses before DAS's written acceptance of a claim
  - page 66 of the policy
- excluding claims reported more than 180 days after the date you should have known about the incident
  - page 66 of the policy
- excluding claims relating to the lease, licence or tenancy of land or buildings other than a dispute with a professional advisor in connection with the drafting of the lease, licence or tenancy agreement
  - page 63 of the policy
- excluding claims relating to motor vehicles
  - pages 63 and 64 of the policy
- excluding disputes arising from a breach of professional duty by an insured person
  - page 64 of the policy

### *Limit*

All claims €150,000 any one event  
 Employment compensation awards €150,000 any one event, maximum €500,000 any one period of insurance

## **Plus**

**Free 24-hour helpline services provided by DAS for all our care insurance policyholders:**

### **Legal advice**

Provides free advice on any commercial legal problem relating to the business.

### **Health & medical information service**

Provides free advice on health and medical matters.

### **Counselling**

Available for your employees and their immediate family who live with them.

# Money

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

## How will my claim be settled?

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

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

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

## Optional extension

### Features and benefits

#### Money assault extension

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

### Significant exclusions and limitations

#### Limits

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

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

Per unit of cover:

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

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

Dental expenses €750 per person

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

Personal belongings €750 per person

# Personal accident

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

## How will my claim be settled?

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

### Features and benefits

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

### Significant exclusions and limitations

#### *Limits*

You are free to choose the amount of cover required

- excluding certain hazardous sports or activities – pages 74 and 75 of the policy

# General information

## Significant conditions

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

You must tell us if the premises become unoccupied.

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

## Cancelling the policy

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

## What if I need to make a claim?

### For all claims other than legal expenses claims

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

**01 619 0300**

**To report a new claim outside of business hours call**

**01 408 1820**

**24 hour helpline managed by Chartered ProAdjust Limited.**

### For legal expenses claims

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

**DAS Ireland  
12 Duke Lane  
Dublin 2**

**Alternatively you can phone DAS on**

**01 670 7470**

## Law applicable

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

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 or services, please speak to your broker.

Or visit us at

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



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