

summary of cover

HERITAGE COMMERCIAL INSURANCE



Republic of Ireland

Version 2

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This is a summary of the cover provided by the Ecclesiastical Insurance Office plc Heritage Commercial Insurance policy.

The policy offers you insurance for

- Your special building of architectural or historic interest, whether on the record of protected structures or not
- Your contents, ordinary or otherwise including antiques, exhibits and fine art
- Your business losses following an interruption caused by a buildings or contents claim
- Your legal liability towards employees or members of the public following an accident
- Your money
- Your goods whilst in transit by road, rail, post or courier
- You or your employees being unable to work because of an accident
- If your premises are licensed, protection against cancellation of the licence by the issuing authority

In addition

- You will automatically receive legal expenses insurance, to protect your position on a range of legal issues
- Where you have selected buildings, contents and/or business interruption insurance, 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 non-investment insurance contract is 12 months from the start date on your policy schedule.



Property damage

Why is selecting your buildings sum insured so important for you?

Heritage buildings often take longer to repair and at a greater cost than modern buildings of similar size. There may be an increased involvement in the repair process by the local authority and bodies interested in the preservation of historic properties. In our experience it is not uncommon for the cost of major restoration following a partial loss to far exceed the cost of an equivalent modern structure.

Who can help me decide the sum insured?

Appropriate specialist advice must be sought. Chartered Quantity Surveyors, Chartered Surveyors and Architects with experience in historic buildings can provide such advice but before appointing them it is important to establish their level of experience with heritage buildings, the basis of their valuation and the fee they will charge.

Alternatively, 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.

How will my claim be settled?

For buildings, we will either arrange for the work to be carried out by professionals with the appropriate skills, or we will pay you the cost of the work. We will allow for materials which are substantially the same, but not necessarily from the original period unless these can be afforded within the sums insured.

For contents, we will repair or replace or pay the cost of the items. If an exhibit or other item is a true antiquity, which cannot be replaced by a similar item, then we will pay for a modern replica only, and not for any 'lost value'. More extensive cover for antiquities is available under the Fine art and collections section if required.

Features and benefits

Insurance for buildings, contents and stock against a range of insured events such as fire, break-in, malicious damage, storm, subsidence, escape of water, impact and accidental damage. You select the events you wish to insure.

You select the sums to be insured.

To help you, subject to eligibility, we will provide our Buildings Insurance Valuation Advice Service, at no additional cost.

Inflation protection

This cover is imperative given the delays that can occur due to the planning process. The policy offers a choice of inflation protection measures:

'Index-linking' – for a general form of inflation protection, buildings and contents sums insured are increased in line with a suitable index.

'Day One' – for additional protection, choose from a 15%, 25% or 50% uplift on the insurance values applying on the first day of the insurance.

Planning and Development Act 2000

Provides for the costs of meeting conditions made by your local authority or planning authority under this legislation and imposed, after an insured event.

The requirements of the authorities cannot be predicted with certainty.

The costs we will pay are in addition to any cover that can be provided within the scope of the buildings sum insured.

Significant exclusions and limitations

- excluding subsidence that started prior to the arrangement of this cover
– page 20 of the policy
- excluding walk-in theft, other than for the property of volunteers and employees
– page 20 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.

Limit

(under the extension)

20% of the buildings sum insured

Features and benefits

Archaeological costs

Covers archaeological costs that may follow an insured event e.g. the analysis by the conservation bodies of the original fabric of the building should it become exposed by the damage.

Costs must be necessarily and reasonably incurred as part of the repair, with our prior agreement.

Personal effects of persons at your business premises

- employees and authorised volunteers

- visitors

Monuments, memorials and statues in the grounds

Bequeathed property

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

Hired in property

Insured for the events you have selected under property damage

Significant exclusions and limitations

- excluding analysis of undamaged portions
 - page 23 of the policy
- excluding any below-ground excavations
 - page 23 of the policy

Limit

€375,000 any one claim

Limit

€1,500 per person

Limit

€750 per person

Limit

€15,000 any one claim

- excluding property insured elsewhere
 - page 23 of the policy

Limit

Any one bequest €375,000 for buildings
 €75,000 (Single article limit €7,500)
 for all other items

Limit

10% of the contents sum insured any one loss

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 31 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 32 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Fine art and collections

You may want this optional cover, if you have specialist fine art, collections or antiques. This section allows you to insure these special items on a market or agreed value basis.

If, on the other hand, a 'modern replacement' basis is acceptable then the insurance under the Property damage section should suffice.

How will my claim be settled?

For a total loss, we shall settle your claim by payment reflecting the basis of cover that applies (market value or agreed value). For partial damage, we will pay for restoration plus an amount for resulting depreciation.

Features and benefits

Cover operates at the premises, or whilst removed on a temporary basis for up to 90 days. You can choose from Republic of Ireland, Europe or world-wide.

You can insure on an 'agreed value' or 'market value' basis. 'Agreed value' is for individually-listed items which have been the subject of an expert valuation.

The cover is available in two parts; the first part is for

Art, jewellery and watches
which are part of your collections

Significant exclusions and limitations

The 'agreed value' basis is not available for jewellery or watches.

The sum insured will be the most we will pay.

- excluding any loss through the dishonesty of any of your employees or representatives – page 35 of the policy
- excluding property at a hotel unless in the hotel's main safe or in the actual personal possession of your employee or representative – page 35 of the policy
- excluding property at or in transit to or from any trade fair, unless we have agreed otherwise – page 35 of the policy
- excluding property not adequately packed during transit – page 35 of the policy
- excluding items in the open unless we agree otherwise – page 35 of the policy

Features and benefits

Art

This includes any items that can be bought or sold at a reputable auction house, including pieces of art, furniture, ceramics, clocks, barometers and collections of coins, stamps or medals.

Jewellery and / or watches

Any articles of precious or semi precious composition designed to be worn on the person.

New acquisitions

We give you up to 60 days to tell us about new acquisitions. From the time you acquire the item until the date you tell us about it, cover is provided up to 10% of the total sum insured for the type of item. Once you agree specific cover with us you will be charged a premium to cover the time from when you first acquired the item.

Art – Defective title

We will help you defend your position, or pay damages to another party in cases where you discover the art you have insured has defective title. If you have to relinquish possession of the item to another party we will pay the amount you paid to purchase it. The claim must be made against you during the period of insurance.

Significant exclusions and limitations

- excluding art in transit unless by a professional art carrier or under the personal custody or control of your employee or representative – page 35 of the policy
- excluding items with a collective value exceeding €7,500,000 whilst temporarily removed from the premises – page 33 of the policy
- excluding items over €7,500 unless itemised – page 35 of the policy
- excluding items with a collective value exceeding €22,500 whilst away from the premises, unless kept in a safe whilst not being worn – page 33 of the policy
- excluding theft from an unattended vehicle – page 35 of the policy

Limit

€750,000 in all for all claims in any one period of insurance

- excluding items purchased or acquired before cover commenced – page 34 of the policy

Features and benefits

Exhibits

The second part of the cover is available for policyholders who open to the public e.g. as a museum or gallery and who need to insure their exhibits.

This includes your items plus items which do not belong to you but which are formally documented as being your responsibility under a Loan Agreement.

Significant exclusions and limitations

The sum insured will be the most we will pay

- excluding theft from an unattended vehicle unless the vehicle is locked and alarmed, the property hidden from view and there are visible signs of forced entry into the vehicle – page 36 of the policy

Limit

Applicable to losses from unattended vehicles – €15,000 any one period of insurance

- excluding exhibits given to any third party without the written approval of the owner of the exhibit (this does not apply in respect of specialist transporters, art handlers, conservators, framers and specialist photographers) – page 37 of the policy
- excluding items with a collective value exceeding €7,500,000 whilst temporarily removed from the premises – page 36 of the policy
- excluding items kept in the open unless agreed otherwise by us – page 36 of the policy

Equipment breakdown

This section, which is automatically provided where you have selected Property damage and/or Business interruption, gives you cover for a huge 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?

A wide range of electrical or mechanical equipment unless excluded.

This includes:

- Lifts, central heating or air conditioning systems
- Boilers are covered for breakdown and explosion
- Security and sound systems
- Photocopiers and office equipment
- Retail equipment such as bar code scanners and credit card payment systems
- Fork lift trucks whilst on your premises

Computers

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

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

Significant exclusions and limitations

Limit

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

- excluding, in private dwellings, kitchen and food preparation equipment, laundry and cleaning equipment and audio-visual equipment
 - page 40 of the policy
- excluding anything manufactured by you for sale
 - page 40 of the policy
- excluding breakdown caused by computer viruses or hacking
 - page 43 of the policy
- excluding wear and tear, although resultant loss is not excluded
 - page 43 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Limit

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

- excluding computer viruses and hacking
 - page 43 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 43 of the policy

Limit

€37,500 any one period of insurance

Business interruption

This section provides you with the cover you require for your business losses following a fire or other insured event.

How will my claim be settled?

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

Features and benefits

Covers your loss of income following a claim accepted under the Property damage sections. Also pays for the extra costs to keep your business going and minimise your loss of income.

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

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

Archaeological digs

Pays the additional amount if a loss under this section is increased following archaeological discoveries.

Prevention of access

Pays if your business is 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.

Customers and suppliers

Pays if your business is affected by damage at the premises of your customers or suppliers, by a cause which is covered under your policy

Significant exclusions and limitations

Your sum insured under this section will be the most we will pay, inclusive of these additional costs.

Limit

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

- excluding incidents which last for less than four hours
 - page 49 of the policy

Limit

€15,000 any one incident (you can increase this for named customers or suppliers upon request).

Features and benefits

Computers – increased cost of working

Costs incurred in maintaining computer operations following damage to computer equipment

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 your business is affected by accidental failure of these services.

Significant exclusions and limitations

Limit

€37,500 any one period of insurance

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

Limit

€7,500 any one incident

Liabilities

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

How will my claim be settled?

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

Features and benefits

Employers' liability

Covers 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.

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.

Special features

Features and benefits

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 59 of policy document)

Significant exclusions and limitations

Limit

€500,000

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 64 of the policy
- excluding claims relating to motor vehicles
- pages 64 and 65 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 Heritage 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 business 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
Non-negotiable money such as crossed cheques, money orders, vouchers.	<i>Limit</i> €375,000
In transit, bank night safe or on the premises during business hours.	You choose a limit adequate to cover your maximum requirements
While in a locked safe at the premises or other specified location.	You choose a limit adequate to cover your maximum requirements
For any other loss.	<i>Limit</i> €750
Losses due to dishonesty of employees discovered within 14 days.	<i>Limit</i> €3,000 per person €7,500 overall in any one period of insurance

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 ten units, this gives ten times the cover i.e. the death benefit is €37,500.

Per unit of cover

Death	€3,750
Loss of limb(s) or eye(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 (maximum €300)	€30 a day
Personal belongings	€750 per person

Goods in transit

If your business involves the distribution of your business stock, choose this section to cover your goods in transit.

How will my claim be settled?

We will pay for the value of the goods, or repair or replace them.

Features and benefits

Your general business stock can be covered for accidental damage whilst in transit by road vehicles operated by you or a haulier. Also whilst being sent by parcel post, rail or courier

Transits can be anywhere in (including direct sea transits between) the Republic of Ireland, Northern Ireland, England, Scotland, Wales, the Channel Islands and the Isle of Man.

Significant exclusions and limitations

Limits

the most we will pay will be the maximum value of goods

- (i) that will be carried by any one vehicle
- (ii) any one consignment

If your chosen limit is found to be inadequate, any claim payment we make will be reduced in proportion to the amount of under-insurance.

Conditions apply in respect of theft from unattended vehicles.

- excluding theft where your employees or volunteers are involved
 - page 74 of the policy
- excluding goods spoiled by the failure of a vehicle's refrigeration equipment
 - page 74 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Personal accident

Have you considered the effect on your business 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

Limit

You are free to choose the amount of cover required

- excluding certain hazardous sports or activities – pages 76 and 77 of the policy

Loss of licence

The cover under this section is for businesses that depend on a licence, granted under the relevant legislation to allow the sale of alcohol and/or the provision of entertainment.

It covers your losses following the cancellation of your licence by a court, due to circumstances outside your direct control.

How will my claim be settled?

We will pay you the amount of your insured loss.

Features and benefits

If a court cancels your premises licence we will pay for up to 12 months loss of revenue.

The legal costs of appealing against the cancellation of your licence are covered under the Legal expenses section. If your appeal is not successful, this section of the policy will pay for the loss of sale value of your licence.

Significant exclusions and limitations

Limit

€150,000 in any one period of insurance for all losses payable under this section

- excludes losses within your control
– page 78 of the policy
- excludes losses where you have failed to tell us within 24 hours of your knowing that the licence is threatened or failed to comply with the subsequent conditions for this cover
– page 79 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 Loss Adjusters OSG.

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

What if I have a complaint?

We aim to provide a high standard of service. However, if you have any reason to complain about the advice or service you have received you should contact your Broker or the Ecclesiastical Insurance Office plc.

You can make your complaint in writing or verbally to the Manager at:

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

You also have the right to refer your complaint to the Financial Services Ombudsman who can be contacted on:

Lo Call 1890 882090
Tel 01 662 0899
Email enquiries@financialombudsman.ie

or visit their website:
www.financialombudsman.ie

You are entitled to refer your case to the Financial Services Ombudsman if you are a personal customer, charity, club trust or partnership or a limited company with an annual turnover of less than €3,000,000.

You can also contact the Irish Insurance Federation Insurance Information Service who can be contacted on:

Tel 01 676 1914
Email iis@iif.ie

or visit their web site:
www.iif.ie/information-service.aspx

Full details of Ecclesiastical's complaints procedure is in the policy document or can be provided separately on request.

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



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

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