

# Church Protection Insurance Ireland

SUMMARY OF COVER

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



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# Church Protection Ireland summary of cover

## Introduction

Our Church protection policy has been designed to meet the demands and needs of those wishing to insure the risks associated with managing a church and other related properties.

This document summarises the main covers, features and exclusions of the Church protection policy.

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

## Church Protection – at a glance

### Our Church protection policy includes the following as standard:

Section of cover	Overview
Property damage	Covers the buildings and contents of your properties.
Loss of income	Up to €75,000 for your loss of income over a maximum of 24 months following property damage.
Money	Covers loss of your money including up to €7,500 whilst in transit or in a locked safe.
Theft by officials	Up to €15,000 for your loss of money following theft by an employee, volunteer or official.
Liabilities	Covers you if you are found liable at law for:
Employers' Liability	Injury to an employee or volunteer – up to €13,000,000.
Public & products liability	Injury to a member of the public or damage to their property – up to €6,500,000.
Legal expenses	Up to €250,000 for legal costs and expenses to protect your position on a range of legal issues. With this cover you have access to a 24-hour, 365-days a year legal and counselling telephone helpline which provides initial advice on any church related matter from qualified personnel.
Personal accident	Benefit payments following accidental injury to, or death of, clergy, employees & volunteers.

### In addition, you may also add the following optional sections:

Section of cover	Overview
Property damage plus	Covers specified items of contents anywhere in the world.

## Things for you to think about

If any of the cover limits within this document do not meet your needs please contact us or your broker.

# Property damage

## What is covered

This section covers your buildings and contents against damage caused by the following events:

- Fire, lightning and explosion
- Aircraft
- Riot
- Malicious persons
- Earthquake
- Storm
- Flood
- Escape of water
- Burst pipes
- Escape of oil
- Impact by vehicles or animals
- Falling trees
- Falling aerials
- Accidental damage
- Theft or attempted theft
- Glass, sanitary fixtures and signs
- Subsidence for parochial residences

## How much you will be insured for

Church protection covers your buildings and contents up to the sums insured provided by you and which are normally based upon our valuation.

You have the option to insure for 35%, 50%, 75% and 100% of the full valuation.

Refer to the 'Valuations and your options' page for further details.

## How we settle claims

Unless we have agreed otherwise and where the sum insured allows, we will settle claims as follows:

For damage to your building on the basis that repairs will be carried out sympathetically in keeping with the existing structure. In the unlikely event of your building being damaged beyond economical repair we will pay for a modern replacement.

If you choose to insure for less than the full valuation there may not be sufficient funds to carry out a full restoration of your buildings.

For contents claims we will pay for repairs if these can be carried out economically otherwise we will pay for replacement as new.

## Key extensions

To reflect the unique insurance needs of the church, this section is extended to include (for the limit specified or otherwise the Property damage sum insured):

- Damage by an insured event to the following whilst anywhere in the Republic of Ireland, UK, the Channel Islands and the Isle of Man (unless stated otherwise):
  - Communion plate away from the premises - €25,000 any one item, €40,000 in any one period of insurance.
  - Office equipment - €15,000 any one claim.
  - Portable items - €1,500 any one item, €15,000 any one claim.
  - Items temporarily removed for cleaning and renovation - €15,000 any one claim.
  - Personal belongings of employees and volunteers whilst on your business - €1,500 per person.
  - Personal belongings of a member of a party travelling on a tour organised by you (this cover is on a worldwide basis) - €150 per person.
  - Raffle prizes and donated goods - €2,250 any one item, €7,500 any one fund raising event.
  - Items not belonging to you which you are responsible for (including marquees) used in connection with an exhibition, festival or event - €1,500 any one item, €7,500 any one event.

- Damage by an insured event to Property in the open such as lawnmowers, benches, monuments and floodlighting – €7,500 any one claim.
- The cost of making safe headstones and monuments not belonging to you – €2,250 in any one period of insurance.
- Property bequeathed to you - €375,000 for buildings, €7,500 for any other items.
- The cost of gaining access to your church or hall and/or replacing locks and keys including safe locks if keys are stolen or lost - €3,750 any one claim.
- Cover if archaeological costs are incurred following an insured event – €250,000 any one claim.
- If required your building sum insured will be increased by up to 20% to meet local authority conditions made under the Planning and Development Act 2000 following damage by any insured event.

### **What is not covered**

- Wet or dry rot.
- Wear and tear.
- Subsidence, heave or landslip (except for parochial residences).
- Any value attached to an item of contents by reason of its antique or artistic value.

### **Are there any restrictions?**

- Limits applying to theft of contents: €40,000 any one item of contents.
- Damage by theft or attempted theft and malicious persons to contents in unlocked outbuildings.
- Limits applying to theft:
  - Theft of parts of the building - €7,500 in any one period of insurance.
  - Theft of external metal - €7,500 in any one period of insurance.
  - Repairs to the building following theft - €37,500 in any one period of insurance.If scaffolding is erected at your premises, cover for theft of parts of the building, including external metal, is suspended.
- If a building 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.

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

- You must tell us as soon as reasonably possible if you are planning building work at your premises and if the works involve the use of external scaffolding.
- You must tell us as soon as reasonably possible, but in any event within 30 days, if your building becomes unused, untenanted or vacant.

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

If any of the following apply please contact us:

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

# Valuations and your options

You may opt to choose a sum insured that is less than the full valuation of your church building under your Church protection policy. The sum insured is the maximum we will pay out in the event of total insured loss. The valuation is the amount that the church building will cost to fully restore in the event of a major loss.

## Option 1 ▶ 100% of valuation

A sum insured of 100% of the valuation will allow for repair and restoration of the damage assuming the main structural features of the church building are still standing. In the event of a total loss this would allow for the church building to be re-built as it stands today.

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## Option 2 ▶ 75% of valuation

A sum insured of 75% of the valuation should provide sufficient funds to carry out repairs and restore a church building although it may be necessary to compromise in certain areas (for example pine may have to be used to replace the original oak) to allow for restoration within the funds available.

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## Option 3 ▶ 50% of valuation

A sum insured of 50% of the valuation means that all minor claims would be met up to the limit of the sum insured, but there would be insufficient funds to carry out a full restoration of the church building.

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## Option 4 ▶ 35% of valuation

A sum insured of 35% of the valuation means that all minor claims would be met up to the limit of the sum insured, but if there is serious damage the sum insured is only likely to be sufficient to clear the site or make a ruin safe.

### Important Information

If one of options 2, 3 or 4 are chosen we will not penalise the “under insurance” by reducing a claim by the amount underinsured. Also, all the other sections listed in your policy are automatically covered to the amount stated in the policy document (excluding optional extensions).

### Before you make a decision on your option

Before deciding on options 2, 3 or 4 you must be aware that:

- a) For Option 3 or 4, to restore the church building after a major fire you would have to raise the funds for the difference between what we would pay and the actual cost.
- b) If the church building is a listed building, you will require authorisation from the appropriate persons and bodies if you do not want to restore the church building in the event of a major loss.

# Property damage plus

## What is covered

This section covers your specified items of contents anywhere in the world for damage by any event not specifically excluded by this section.

## What is not covered

- Wet or dry rot.
- Wear and tear.
- Damage caused by the process of cleaning, dyeing, repair or restoration.
- Damage by theft to property left in an unattended vehicle unless the property is hidden from view and all windows, sunroofs, boots and doors are securely closed and locked.

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# Loss of income

## What is covered

This section covers you for loss of income following a fire or other damage insured under the Property damage section.

In addition, cover is provided for costs you incur to continue with your activities, such as hiring alternative premises.

The standard limit is €75,000 any one event, with a 24 month standard indemnity period.

The indemnity period is the length of time starting with the date the loss occurred over which we will pay for a loss of income (up to the limit) as a result of loss or damage to your property.

## Key extensions

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

- Archaeological discoveries being made following a loss covered by this section.
- Access to your premises being restricted following damage to neighbouring property.
- Accidental failure of telephone system, electricity, gas or water supplies at the premises - €7,500 any one claim.
- Restriction to your premises following murder, food poisoning, defective sanitation or vermin occurring or being discovered at your premises.
- Damage at premises other than your own where you are holding or participating in an event – €15,000 any one claim.

## What is not covered

- Loss where there is unnecessary delay on your part in repairing or replacing the property.

### Things for you to think about

- If it is likely that in the event of major damage your loss of income will be greater than the standard limit or the time to get your activities back to normal will be greater than the standard indemnity period please contact us to discuss.

# Money

## What is covered

This section covers you for loss of money. The standard limits are as follows:

- Non-negotiable money such as crossed cheques – €375,000 any one loss.
- Money in transit or in a bank night safe – €7,500 any one loss.
- Loss of money while being counted or in the home of an authorised official or employee – €7,500 any one loss.
- Loss of money from a locked safe on your premises – €7,500 any one loss.
- Any other loss including money in alms boxes - €750.

## Key extensions

The cover provided by this section is extended to cover:

- Damage to any safe, strong room or offertory box following theft or attempted theft of money - €7,500.
- Damage to your employees' or officials' personal belongings following theft or attempted theft of money – €1,500 per person.
- Double the limit for money: in transit; in the home of an employee, official or member of the clergy; or in a locked safe, all for the period from two days before to seven days after Christmas Day, Easter Sunday or a fund raising event.

## What is not covered

- Deception or false accounting.
- Clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques or the use of counterfeit money.
- Loss from unattended vehicles unless the money is hidden from view, all windows and sunroofs are securely closed and the boot and all doors are locked.

## What are your obligations?

Money in transit over €3,750 must be escorted as follows:

- Over €3,750 less than €7,000 - 2 persons
- Over €7,000 less than €10,000 – 3 persons
- Over €10,000 less than €12,500 – 4 persons
- €12,500 or over - a professional security firm

In addition to protecting your funds the escort condition helps keep your employees, officials and volunteers safe.

### Things for you to think about

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



# Theft by officials

## What is covered

This section covers you for loss of your money caused by an act of fraud or dishonesty of an employee, official or volunteer. In addition cover is provided for auditors' fees which you incur to substantiate the loss.

The standard limit is €15,000 for any one claim.

## Electronic money

The cover provided includes theft involving electronic transfer of your funds.

## What is not covered

- Losses discovered more than 24 months after this cover ends.
- Repeated acts of theft by the same official once you have become aware of their dishonesty.

## What are your obligations?

- You must use due diligence in the selection of officials.
- You must tell us within 14 days of a theft or suspicions of a theft.
- You have a duty of care to take reasonable steps to prevent further losses.

## Things for you to think about

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

# Liabilities

## What is covered – Employers' liability

Employers' liability covers you for your legal liability to pay damages to an employee or volunteer who is injured whilst working for you and which occurs during the period of insurance.

The standard limit is €13,000,000 including costs and expenses, any one event.

## What is covered – Public liability

Public liability covers you for your legal liability to pay damages to a member of the public for injury or damage to their property which occurs during the period of insurance.

The standard limit is €6,500,000. Except for claims brought in the legal jurisdiction of the United States of America or Canada, we will pay costs and expenses in addition to this limit.

For claims arising from your activities the standard limit applies to any one event. For products you supply, or for claims arising from pollution or contamination, the standard limit applies to any one period of insurance.

## Key extensions – applicable to public and products liability

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

- Legal liability for errors and omissions in providing services and facilities, such as the double booking of your premises, if the claim is made against you and notified to us during the period of insurance – €150,000 any one period of insurance inclusive of all costs.
- Legal liability arising from the use by your employee of a motor vehicle that does not belong to the organisation, on church business if cover is not provided elsewhere.
- At your request, cover for persons who hire your premises for private social events. Cover only applies with your agreement and if not provided elsewhere. Excluding hazardous activities – €2,500,000 any one event (any one period of insurance in respect of products) inclusive of all costs.
- Legal liability arising from a claim made against you for libel or slander if the claim is made against you during the period of insurance – €150,000 any one period of insurance inclusive of all costs.
- Personal legal liability arising from activities not connected to church business whilst your employee or churchwarden is abroad on church business, including liability incurred by accompanying family members – €2,600,000 any one event.
- Legal liability arising from the rendering of pastoral care (excluding professional counselling) if the claim is made against you and notified to us during the period of insurance – €6,500,000 (€150,000 for financial losses) any one period of insurance inclusive of all costs.
- The legal liability of your church committee and trustees if they are held legally liable for errors or omissions of trustees in their management of your church if the claim is made against you and notified to us during the period of insurance. Limit of indemnity for this extension – €250,000 any one period of insurance inclusive of all costs.

## Optional extensions

The following extension is optional - contact us for more information

### Professional counselling services

- Legal liability arising from the provision of professional counselling services if the claim is made against you and notified to us during the period of insurance.

### What is not covered – applicable to public and products liability

- Liability arising from advice, design or specification whether given for a fee or not.
- Liability arising from pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident.
- Any liability connected with any error or omission in the provision of pastoral care services.
- Liability connected with any error or omission in the provision of professional counselling services.
- Liability arising from the use of inflatable 'bouncy castles' and similar children's amusements.

### What are your obligations?

Most churches host a diverse range of activities and fundraising events including fetes, coffee mornings and concerts which this policy will provide cover for.

However, you must tell us if you are planning:

- Large or hazardous activities such as fireworks displays, clay pigeon shooting or abseiling, or any event where attendance is likely to exceed 1,000 people.
- Work or visits overseas (other than occasional, low-risk trips such as choir tours or conferences).
- Community outreach projects such as night shelters, advice services or food banks.

### Things for you to think about

If any of the following apply please contact us or your broker:

- If the limits are not sufficient to meet your needs.
- You require cover for Professional counselling.

# Legal expenses

*Note: to ensure an expert service the cover under this section has been arranged through ARAG Legal Protection Limited (ARAG). We are responsible for paying any claims under this section but ARAG manage all claim matters and correspondence on our behalf. Claims are usually handled by an appointed representative appointed by ARAG. Claims outside of the Republic of Ireland may be dealt with by ARAG Offices elsewhere in Europe.*

## What is covered

Legal expenses cover for a range of legal issues as specified below. The standard limit is €250,000. It provides cover for legal costs and expenses including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards (the compensation award is further limited to a €2,500,000 limit in total for all such awards in any one period of insurance).

Cover is provided for the following:

- Property protection
- Bodily injury
- Legal defence
- Employment disputes and financial compensation awards
- Tax protection
- Contract disputes where the amount in dispute is over €300 (excluding VAT)
- Debt recovery for debts over €300 (excluding VAT)

## What is not covered

- Any claims where you are bankrupt or become bankrupt at the start or during a claim are excluded.
- Any claim reported more than 180 days after the date you should have known about the insured event.
- Problems that do not relate to your business activities.
- Any legal action the insured have taken where ARAG or the appointed representative have not agreed to or any action that hinders ARAG or the appointed representative.

## What are your obligations?

- You must let ARAG know about any problems straight away or they may not provide cover if you have tried to deal with matters on your own.
- The legal representative must follow the standard terms of appointment.

### Things for you to think about

Commercial legal advice helpline – ARAG can provide legal advice on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

# Personal accident

This section covers accidental injury to, or death of:

- Your clergy, whether on duty or not, including whilst temporarily abroad.
- Your employees and volunteers whilst carrying out your activities.
- Children aged 3 or over taking part in activities organised by you.
- Members of a tour organised by you.

	Benefits	
	16-80 Years (inclusive)	3-15 years (inclusive)
Death	€15,000	€7,500
Loss of: sight, one or more limb(s), speech or hearing	€15,000	€15,000
Permanent total disablement from usual occupation or occupation the individual is suited to	€15,000	€15,000
Temporary total disablement from normal parochial duties or usual occupation	€150 per week	€15 per week

## Key extensions

The cover provided by this section is extended to cover:

- Additional medical, dental or surgical expenses for an accepted claim – up to €2,500 per person.
- Additional medical, dental or surgical expenses for an accepted claim if a church committee, clergy, employee or volunteer is assaulted whilst carrying out your activities – up to €7,500 per person (in addition to the above extension).
- Damage to clothing and personal belongings caused at the same time as an injury covered by this section – up to €1,000 per person.
- Unused travel and accommodation expenses as a result of withdrawal from a tour organised by you due to an accident or illness – €250 per person.

## What is not covered

- Any person under the age of 3 years, or aged 80 years or above at the start of the period of insurance.
- Certain hazardous sports or activities.
- Employees, volunteers, children and tour members are not covered outside of the Republic of Ireland, Northern Ireland, England, Scotland, Wales, the Channel Islands and the Isle of Man

## Things for you to think about

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

# Important information

## **This policy is underwritten by**

Ecclesiastical Insurance Office plc. The legal expenses section is arranged through ARAG Legal Protection Limited (ARAG).

## **Duration of your policy**

Generally 12 months from the start date shown on your policy schedule.

## **Renewal of your policy**

We will send you notice that your policy is approaching renewal before it is due. Your requirements may change over time, therefore please contact us or your broker if you wish to discuss your needs or any additional insurance requirements.

## **How do you pay?**

You can either pay for your policy in full or by instalments. If you pay by instalments you must make regular payments as detailed in your credit agreement.

## **Where are you covered?**

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

## **Excess**

You may be responsible for an excess, the first amount of any claim. The excess applicable will be shown in your schedule.

You can obtain a discount off your premium if you increase your excess. Please contact us or your broker and we will be happy to discuss the savings available.

## **Cancellation rights**

You have a right to cancel the policy within 14 days of receiving your policy documents. This is shown in your policy under the heading "Cancellation" in the General Conditions. This General Condition also explains your right to cancel outside of the cooling off period and our right to cancel your policy under certain circumstances.

# General information

## Claims service

For claims other than Legal expenses during office hours (Monday to Friday 9am to 5pm) call 01 619 0300.

New claims outside of business call 1890 252 877.

For Legal expenses claims call ARAG on 01 670 7470.

## Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible. You can complain in writing or verbally at any time to:

### For all complaints other than Legal expenses complaints

Ecclesiastical Insurance Office plc  
2nd Floor  
Block F2  
Eastpoint  
Dublin 3  
D03 T6P8

Tel: **01 619 0300**

Email: [complaints@ecclesiastical.com](mailto:complaints@ecclesiastical.com)

### For Legal expenses complaints

ARAG Legal Protection Limited  
Europa House  
Harcourt Street  
Dublin 2  
D02 WR20

Tel: **01 670 7470**

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

## Our promise to you

- We will investigate your complaint and provide you with the name of your point of contact.
- We will keep you informed of the progress of your complaint with regular updates no greater than 20 business days.
- We shall attempt to investigate and fully resolve your complaint within 40 business days and will furnish our findings within five business days of completion of our investigation.
- We will use feedback from your complaint to improve our service.

If you're not satisfied with our handling of and final response, or we have not completed our investigation within 40 business days, we'll inform you of your right to take the complaint to:

Financial Services & Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29

Tel: **01 567 7000**

Email: [info@fspo.ie](mailto:info@fspo.ie) Website: [www.fspo.ie](http://www.fspo.ie)

The Financial Services & Pensions Ombudsman can investigate complaints from all customers, except limited liability companies which have a turnover of €3m and above.

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

### **The Insurance Compensation Fund**

This was established under the Insurance Act 1964 amended by the Insurance (Amendment) Act 2011. The fund is designed to facilitate payments to policyholders in relation to risks in Ireland where an Irish-authorized non-life insurer or a non-life insurer authorized in another EU Member State goes into liquidation or administration. Not all policyholder liabilities are covered by the fund. A sum due to a commercial policyholder may not be paid out of the fund unless the sum is due in respect of the liability to an individual.

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

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

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

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

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

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

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

### **Law applying**

Unless agreed otherwise, the law which applies to this contract is the law of the Republic of Ireland.



# Other support and cover available

As part of your Church protection policy, you also have access to a wide range of additional services and support.

## **Value-added services**

The following are provided by ARAG Legal Protection Limited (ARAG):

- Commercial legal advice helpline.
- Counselling helpline for your employees and their immediate family members who live with them, if they are aged 18 or over (or aged between 16 and 18 and in full-time employment).
- Health and medical information services – information provided by qualified nurses.
- Employment Manual – offering online employment guidance.

# Notes

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

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

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

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

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

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

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



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