

Church Insurance Ireland

POLICY DOCUMENT

www.ecclesiastical.ie

 ecclesiastical

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Introduction

Thank you for insuring with Ecclesiastical and we welcome you as a policyholder. We are a specialist financial services group, with a strong portfolio of insurance businesses in Ireland, UK, Canada and Australia. All are underpinned by a reputation for delivering an outstanding service for customers, with firmly established roots as a socially responsible general insurer.

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.

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

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, tell us.

Data Privacy Notice

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any

information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health. We may also collect and process information which is likely to reveal your religious beliefs where you have manifestly made that information public or by communicating with us using a title or honorific which indicates a religious belief. We may also collect data relating to any previous unspent criminal convictions that you may have where that data is necessary to facilitate the provision of insurance services in connection with you, or related activities.

We process your personal data and your special category personal data relating to health and religious affiliation for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations. If you make a claim, we will share your information (where necessary) with other companies to

prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

We may also use information from other sources such as the Companies Registration Office, Financial Credit Agencies and Insurance Link (a central claims database for the insurance industry) to obtain additional details and to independently verify information you have provided to us. You can find more information about Insurance Link at www.inslink.ie.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.ie/privacy-policy or contact our Compliance Associate, by post at Ecclesiastical Insurance Office plc, 2nd Floor, Block F2, EastPoint, Dublin 3, D03 T6P8, or by telephone on **01 619 0300** or by email at compliance@ecclesiastical.com.

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, firework 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

Useful information and telephone numbers

For claims other than legal expenses claims

If you wish to report a new claim or discuss an existing claim during office hours (Monday to Friday 9am to 5pm) please call

01 619 0300

You can also email us at:
ireland_claims@ecclesiastical.com

To report a new claim outside of business hours please call:

01 619 0325

For legal expenses claims

If you wish to report a new legal expenses claim or discuss an existing claim please call

ARAG Legal Protection Limited

01 670 7470

Other enquiries

Monday to Friday 9am to 5pm

01 619 0300

Email **ireland@ecclesiastical.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

Helpline services

In the event of a problem, you can obtain help from any of the following helpline services.

Please make sure that you are able to give your policy number shown on your policy schedule.

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

To help them check and improve their services all calls (except those relating to counselling) may be recorded.

ARAG will not accept responsibility if the Helpline services fail for reasons they cannot control.

Eurolaw commercial legal advice

0818 670 747

ARAG can provide confidential legal advice over the phone on any commercial legal problem affecting you, under the laws of the Republic of Ireland, any European Union country, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the commercial legal advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit you.

Legal advisors can provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, ARAG will refer you to specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, ARAG will call you back.

Counselling

1800 670 407

This helpline is available 24 hours a day, 365 days a year.

ARAG can provide all your employees (including any member of their immediate family who permanently live with them) with a confidential counselling service over the telephone if they are aged 18 years or over (or aged between 16 and 18 and in full-time employment), including where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by ARAG.

Health and medical information services

0818 254 164

Health and medical information is provided by qualified nurses 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

ARAG will give an insured person information over the phone on health and fitness and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness.

Information service

Provided by ARAG Legal Protection Limited (ARAG).

Employment manual

The ARAG Employment manual provides up to date guidance on employment law.

To view the Employment manual please visit the ARAG website at **www.arag.ie**

You can print any part of this document for your own use.

General information

Complaint handling procedures

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

For Legal expenses complaints:

ARAG Legal Protection Limited (ARAG),
1 Upper Hatch Street,
Dublin 2,
D02 PY28

Tel: 01 670 7470

Email: customerrelations@arag.ie

Website: www.arag.ie

Our promise to you

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

If you're not entirely satisfied with our handling of and final response to your complaint, or if we have not completed our investigation in 40 business days, we'll inform you of your right to take your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29

Tel: 01 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

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

This complaints handling 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 authorised in another EU Member State goes into liquidation or administration. Not all policyholder liabilities are covered by the fund. A sum due to a commercial policyholder may not be paid out of the fund unless the sum is due in respect of the liability to an individual.

For further information on the scheme you can visit the website at www.centralbank.ie

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.

Act of 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 or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Aircraft

means aircraft and other aerial devices dropped from them.

Asbestos

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

Authorised clergy

means any ordained minister.

Authorised volunteers

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

Church committee

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

Company/we/our/us

means Ecclesiastical Insurance Office plc.

Computer system

means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Condition precedent to liability

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean that the claim will not be paid and any payment on account of the claim already made by ***us*** shall be repaid to ***us***.

Cyber act

means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any ***computer system***.

Cyber incident

means

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any ***computer system***; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any ***computer system***.

Damage

means physical loss, destruction or damage.

Data

means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a ***computer system***.

Earthquake

means earthquake, including fire as a result of earthquake.

Escape of oil

means accidental escape of oil from any fixed oil fired heating installation or storage tank caused by a sudden identifiable, unintended and unexpected incident which has taken place in its entirety at a specific time and place during the ***period of insurance***.

Escape of water

means escape of water from any tank, apparatus or pipe, including ***damage*** to any water tank, apparatus or pipe itself caused by freezing of water, but excludes water discharged or leaking from an installation of automatic sprinklers.

Excess

The first amount of each and every loss for which **you** are responsible as set out in the schedule.

Fire

means fire by any cause other than **earthquake** and includes any losses arising from lightning or explosion.

Flood

means the escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam or inundation from the sea.

Geographical limits

means the Republic of Ireland.

Heave

means upward movement of the ground beneath the site on which the **premises** stand as a result of the soil expanding.

Impact

means impact by any road or rail vehicle or animal.

Insured/you/your

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

Landslip

means downward movement of sloping ground at the site on which the **premises** stand.

Malicious persons

means intentional and wilful **damage** not caused by thieves.

Period of insurance

means the period of insurance stated in the schedule.

Personal belongings

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

Personal belongings does not include:

1. money;
2. bankers cards;
3. credit and debit cards.

Premises

means the premises shown in the schedule.

Restricted peril(s)

means **fire, earthquake, aircraft, riot, malicious persons, storm, flood, impact, escape of water.**

Riot

means riot, civil commotion, strikers, locked out workers, or persons taking part in labour disturbances.

Settlement

means downward movement as a result of the:

1. normal settlement or bedding-down of structures;
2. settlement or movement of made-up ground.

Sprinkler leakage

means accidental escape of water from any automatic sprinkler installation in the **premises** not caused by explosion, **earthquake** or heat caused by **fire**.

Storm

means a period of violent wind, rain, snow or hail, but excluding **damage** caused by **flood**.

Subsidence

means downward movement of the ground beneath the site on which the **premises** stand and includes any losses arising from **heave** or **landslip**.

Theft

means theft or attempted theft.

Time element loss

means business interruption, contingent business interruption or any other consequential losses.

Unused

means:

1. when the use of the building ceases on a permanent basis; or
2. when the usual activities at the **premises** have ceased pending a decision regarding the future of the building.

Vermin

means any wild animals, birds and insects (whether they have protected status or not) that are known to cause **damage** or carry disease.

Insuring clause

This policy document and the schedule, including all clauses applied to the policy, shall together form the policy and be considered as one document.

In consideration of payment of the premium, **we** will provide insurance against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this policy or any section of this policy) occurring or arising in connection with **your** usual activities during the **period of insurance** or any subsequent period for which **we** agree to accept a renewal premium.

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 Schedule 1 of the Stamp Duties Consolidation Act 1999.

General exclusions

This policy does not cover

1 Excess

Any **excess**.

2 Radioactive contamination

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- a. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
Part d. does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by **you** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended;
- e. any chemical, biological, bio-chemical or electromagnetic weapon.

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.

This exclusion does not apply to Cover 1 of the Liabilities section or the Personal accident section. Parts c. d. and e. of this exclusion do not apply to Cover 2 of the Liabilities section.

3 War risks

Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

4 Date recognition

Definitions specific to exclusion 4

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.

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 **restricted peril** or **theft**.

This exclusion does not apply to the assault extension of the Money section, Personal accident section, Liabilities section, Professional indemnity section, Trustees' indemnity section and the Legal expenses section.

5 Terrorism

Any loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

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

This exclusion does not apply to the Liabilities section.

6 Infectious and communicable diseases

Definition specific to this exclusion

Infectious or communicable disease

means any disease, pandemic or epidemic, including but not limited to any:

- virus;
- bacterium;
- parasite;
- other organism or infectious matter;
- any mutation or variation to any of the above;

whether

- living or dead;
- natural or artificial;
- officially declared an epidemic or pandemic or not;

transmitted by any direct or indirect means (whether asymptomatic or not).

This policy does not cover loss, damage, liability, cost, expense or any other sum of whatsoever nature directly or indirectly caused by, resulting from, arising out of or related to or contributed to by:

- a. any **infectious or communicable disease** including, but not limited to:
 - i. the fear of a threat (whether actual or perceived) from an **infectious or communicable disease**;
 - ii. contamination or fear of contamination (whether actual or perceived) of property by an **infectious or communicable disease**;

but this shall not exclude direct physical loss or physical damage to insured property at the **premises** occurring during the **period of insurance** resulting directly or indirectly from or caused by a peril otherwise insured by this policy;

- b. any action taken or failure to take action to prevent, control or respond to any **infectious or communicable disease**.

Provided that:

- a. this exclusion applies regardless of any concurrent or contributory cause, or event, or occurrence in any sequence with any other cause or event;
- b. in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall, always apply and take precedence over any such other provision;
- c. where **we** apply this exclusion, the burden of proving the contrary rests with the **Insured**;
- d. this exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below:
 - i. Employers' liability;
 - ii. Public liability;
 - iii. Personal accident;
 - iv. Legal expenses;
 - v. Professional indemnity;
 - vi. Trustees' indemnity.

7 Cyber (Property)

Any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by or resulting from, arising out of or in any connection with:

- a. any unauthorised access to, or loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **computer system**, or any unauthorised access to or modification of **data**.

Notwithstanding the provisions of this sub-paragraph a. and subject to all other terms and conditions and exclusions contained in this policy, this policy will provide cover for physical loss of or physical damage to property insured under this policy (not including **data**) and any **time element loss** directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils, provided

always that such perils are otherwise insured by this policy:

- i. Fire, lightning or explosion;
 - ii. Impact by aircraft or vehicle or animal or falling objects;
 - iii. Wind, storm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow;
 - iv. Escape of water or oil;
 - v. Riot or civil commotion;
 - vi. Subsidence, heave or landslide;
 - vii. Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss;
 - viii. Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage;
 - ix. Accidental damage to insured property caused by persons physically present at both the time and location of such damage.
- b. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**.

Notwithstanding the provisions of this subparagraph b., in the event that hardware or the data storage device of a **computer system** insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph a. above, which results in damage to or loss of data stored on that hardware or the **data** storage device, then the damage to or loss of such **data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **data** under this policy shall be limited to the cost of reproducing **data** provided that such costs are otherwise indemnifiable under this policy.

Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering, and assembling such **data**, but shall not include the value of the **data** whether to the Insured or any other party even if such **data** cannot be recreated, gathered or assembled.

- c. any:
 - i. unauthorised appropriation of **data**;
 - ii. unauthorised transmission of **data** to any Third Party;
 - iii. misrepresentation or use or mis-use of **data**;
 - iv. operator error in respect of **data**.
- d. any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs a.-c. above.
- e. any action taken or failure to take action to prevent, control, limit or respond to anything described in sub-paragraphs a.-d. above.

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below:

- i. Employers' Liability;
- ii. Public Liability;
- iii. Professional Indemnity;
- iv. Trustees' Indemnity;
- v. Legal Expenses;
- vi. Equipment Breakdown.

8 Pollution or contamination

Damage caused by pollution or contamination but this shall not exclude **damage**:

- a. to the property insured caused by pollution or contamination which itself results from a **restricted peril** or **theft** or **escape of oil**;
- b. to the property insured caused by a **restricted peril** or **theft** or **escape of oil** which itself results from pollution or contamination;
- c. as insured under the Loss of oil, gas or water extension of the Property damage section.

For the purposes of this exclusion **theft** means theft or attempted theft involving entry to or exit from the buildings of the **premises** by forcible and violent means or following actual or threatened assault or violence.

This exclusion does not apply to the following sections:

- i. Equipment breakdown;
- ii. Money with assault extension;
- iii. Personal accident;
- iv. Liabilities;
- v. Theft by officials;
- vi. Professional Indemnity;
- vii. Trustees' Indemnity;
- viii. Legal expenses.

9 Territorial exclusion (Property)

Definition specific to this exclusion

Excluded territory

means

- a. Belarus (Republic of Belarus); and
- b. Russian Federation; and
- c. Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions).

Notwithstanding anything to the contrary in this Policy, this Policy excludes any loss, damage, liability, cost or expense of whatsoever nature, directly or indirectly arising from or in respect of any:

- i. entity domiciled, resident, located, incorporated, registered or established in an ***excluded territory***;
- ii. property or asset located in an ***excluded territory***;
- iii. individual that is resident in or located in an ***excluded territory***;
- iv. claim, action, suit or enforcement proceeding brought or maintained in an ***excluded territory***; or
- v. payment in an ***excluded territory***.

This exclusion will not apply to any coverage or benefit required to be provided by **us** by law or regulation applicable to **us**, however the terms of any sanctions clause will prevail.

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below:

- i. Employers' Liability;
- ii. Public Liability;
- iii. Professional Indemnity;
- iv. Trustees' Indemnity;
- v. Personal Accident;
- vi. Legal Expenses;
- vii. Equipment Breakdown.

General conditions

1 Misrepresentation

You must ensure that **you** answer all questions asked by **us** honestly and with reasonable care.

If **you** fraudulently give **us** incorrect information **we** may void the policy and retain any premiums paid.

If **you** negligently give **us** incorrect information **we** may:

- a. void the policy and refund to **you** any premium paid if **we** would not have entered into this policy on any terms had correct information been given.
- b. proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium. The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had the correct information been given.
- c. impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium, had the correct information been given.

We may apply these additional terms to **your** policy with effect from inception.

2 Reasonable care

It is a **condition precedent to liability** that **you**:

- a. take all reasonable precautions to prevent **damage**, accident, illness and disease;
- b. exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with;
- c. maintain the **premises**, works, machinery and plant in sound condition.

3 Unused premises

When a building, or part of a building, covered by this policy becomes **unused** or when an **unused** building or part of a building is again occupied **you** must tell **us** within 30 days.

We may then at **our** option:

- a. cancel the Policy in accordance with the 'Cancellation' condition; or
- b. cancel the cover for any affected buildings; or
- c. amend the terms that apply to such buildings and charge an additional premium.

It is a **condition precedent to liability** for any building that is **unused** for more than 60 days 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.

Under the Property damage section, for any building that is **unused** for more than 60 days, **we** will no longer cover **escape of water, riot, malicious persons, theft**, or any **damage** to glass, sanitary fixtures or signs.

4 Alteration of risk

If after the start of this insurance there is a change to the property insured which materially increases the risk of **damage**, accident or liability, **you** must tell **us** as soon as is reasonably possible.

This includes:

- a. a change in use of the **premises**;
- b. the **premises** undergoing major structural alteration or major repair (that does not include where workmen are allowed on the **premises** to carry out minor repairs alterations or general maintenance not involving external scaffolding).

We will then be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium.

Additional requirements apply under the 'Unused premises' policy condition.

5 Multiple insurance

a. All sections except those detailed below.

If at the time any claim arises under this policy there is any other insurance in force, whether effected by **you** or not, covering the same **damage**, loss, expense or liability, **we** shall not be liable for more than **our** rateable proportion.

If such other insurance is subject to any condition of underinsurance, this policy, if not already subject to any condition of underinsurance, shall be subject to that condition of underinsurance in like manner.

b. Equipment breakdown, Money (excluding the assault extension), Liabilities, Professional indemnity and Trustees' indemnity sections.

If at the time of any claim arising under this policy **you** are, or would but for the existence of this policy, be entitled to indemnity under any other policy or policies, **we** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

6 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated, whether ultimately material or not or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option:

- a. repudiate the claim;
 - b. recover any payments already made by **us** in respect of the claim;
 - c. cancel the policy from the date of the fraudulent act.
- If **we** cancel the policy **we** will notify **you** in writing by Registered post to **your** last known address.

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

- a. **Your right to cancel in the cooling-off period**
You have 14 working days from receiving the policy to write to the sender confirming that **you** do not wish to continue.

No charge will be made and any premium **you** have already paid will be refunded.

- b. **Your right to cancel after the cooling-off period**

If **you** do not cancel the policy within the 14 day cooling-off period mentioned above the policy is in force and **you** are committed to pay the premium.

However **you** can still cancel the policy providing **you** give **us** notice in writing.

As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds €30.

If **you** have made a claim then the full annual premium is due

- c. **Our right to cancel**
 - i. **Non-payment of premium**
 1. **If you do not pay your premium by instalments**

Unless otherwise agreed with **us**, **we** will not provide cover under this policy unless **you** pay the premium by the due date.

If **you** do not pay the premium by the due date, **we** will send notice of the outstanding premium to **you** and give **you** a further period of at least 14 working days from the due date in which to pay the outstanding amount.

If payment is still not received in the timescale **we** have advised, the policy is cancelled from the outset.

2. **If you pay your premium by instalments**

Unless otherwise agreed with **us**, **we** will not provide cover under this policy unless **you** pay the first instalment of premium when requested.

If the first instalment of premium is not received the policy is cancelled from the outset.

If **you** pay the first instalment of premium but default on any subsequent instalments, **we** may cancel the policy with effect from the date the first outstanding instalment was due by notifying **you** in writing.

If **your** instalment plan is provided by **us**, **we** will send notice of any outstanding instalment to **you** and advise the date when we will re-present **our** payment request to the bank.

This will not be less than 14 days from the date on which **our** payment request was originally presented.

We will not cancel the policy for failure to pay the premium or any instalment of premium if such failure is due to error on **our** part or on the part of **your** insurance intermediary bank or building society

d. **Other cancellation rights**

In addition to **our** rights under:

- i. Non-payment of premium above; and
- ii. Misrepresentation, Alteration of risk and Fraudulent claims conditions;

we have the right to cancel **your** policy at any time by giving **you** at least 14 working days' notice in writing sent by Registered post to **your** last known address where **we** have a valid reason for doing so.

Our cancellation letter will set out the reason why **we** are cancelling **your** policy.

Valid reasons for cancelling **your** policy may include but are not limited to:

1. circumstances which are outside **our** reasonable control for example:
 - where the law requires that **we** cancel **your** policy
 - where the continuation of **your** policy would result in **us** breaching any applicable law or regulation that applies to **your** policy;
2. **you** receiving a criminal conviction which results in a custodial sentence.

If **we** cancel **your** policy for a valid reason in accordance with **our** rights under c. above and **you** do not pay **your** premium by instalments, **we** will refund the part of **your** premium which relates to the period remaining under **your** policy which has been cancelled by **us**.

9 Changes to premium

If **you** make a change in the policy cover and this results in a charge or a refund for the period up to the renewal date of the policy, then such charge or refund will only be made by **us** if it exceeds €30.

10 Sanctions

We shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the United States of America.

If any such sanction, prohibition or restriction takes effect during the **period of insurance**, **you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances, **we** shall return a proportionate premium for the unexpired period of cover, provided no claims have been paid or are outstanding.

11 Assignment

You may not assign any of the rights or benefits under this policy or any section of this policy without **our** prior written consent.

We will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this policy or any section of this policy.

12 Law applicable

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

Claims conditions

What you must do

When an incident occurs that may result in a claim it is a condition that **you** shall:

1. take all steps to recover property lost and otherwise minimise the claim;
2. tell the Gardaí as soon as is reasonably possible if the **damage** is caused by thieves, malicious persons or vandals;
3. tell **us** as soon as is reasonably possible;
4. as soon as is reasonably possible (within 30 days), give **us** at **your** expense any information **we** require and continue to provide **us** with any information and assistance **we** require before or after **we** pay **your** claim under the policy;
5. not make or allow to be made on **your** behalf any admission, offer, promise, payment or indemnity without **our** written consent;
6. forward to **us** every letter, claim, writ, summons and process immediately upon receipt without acknowledgement and advise **us** in writing as soon as **you** have any knowledge of any impending prosecution, inquest or inquiry in connection with that event.

Additional conditions apply to the Legal expenses, Professional indemnity and Trustees' indemnity sections, which are detailed in the section and which for the Legal expenses cover include conditions relating to **your** legal representation.

Our rights

1 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.

2 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.

3 Legal expenses section

As described in the Legal expenses section on page 109 of this document.

Protection conditions

The schedule will show if any of the following conditions apply.

Security condition

Applicable to all protective devices other than intruder alarms.

It is a **condition precedent to liability** 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**.

Fire alarm condition

It is a **condition precedent to liability** that when a fire alarm system is installed at the **premises**:

1. the system must 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, are to be made without **our** written consent;
2. the system must 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 must be given to the maintenance contractor.

Intruder alarm condition

Definitions specific to this condition

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**.

It is a **condition precedent to liability** that when an **intruder alarm system** is installed at the **premises**:

1. the **intruder alarm system** must 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, are to be made without **our** written consent;
2. the **intruder alarm system** must 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** must be given to the maintenance contractor;
3. the **intruder alarm system** must 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 are 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** must be removed from the **premises** whenever they are left unattended;
5. **you** must tell **us** as soon as possible immediately of any notice from the Gardaí or a security organisation that **intruder alarm system** signals may be or will be disregarded;
6. **you** must 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** must attend the **premises** as soon as possible.

Protection of windows condition

It is a **condition precedent to liability** 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.

1 Property damage

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.

Boats

means sailing vessels less than nine metres in length or manually propelled craft.

Buildings

means the buildings at the **premises** 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:

1. all stone and timber fixtures such as reredoses, lecterns, fonts, pulpits, screens, panelling, pews, stalls, chantries and mosaics;
 2. all metal screens, railings, grilles, gratings and gates;
 3. windows of plain, coloured, stained, painted or engraved glass;
 4. piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility;
 5. fixtures and fittings, heating and lighting installations, chancel, boundary walls, fences, footbridges, gates, notice boards, lych-gates, paths, car parks, drives, paved and other hardstanding areas, storage tanks, tool sheds, outbuildings, annexes and gangways;
 6. aerials and satellite dishes all fixed to the buildings;
 7. the following items fixed to the buildings:
 - a. wind turbines less than 10kW generating capacity;
 - b. solar panels less than 50kW generating capacity;
 - c. photovoltaic panels less than 50kW generating capacity;
 up to €25,000 in total in the **period of insurance**;
 8. fixed floodlighting, external lighting and security equipment fixed to the exterior of the buildings;
 9. busts, effigies, tombs, monuments, memorials and shrines within the building up to €40,000 any one item;
 10. organs including the casework, rectifiers and humidification equipment;
 11. bells, clocks and carillons, including frame and fittings;
- belonging to **you** or for which **you** are responsible.

Communion plate

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

Contents

means contents, including musical instruments (other than organs), **communion plate**, furniture, furnishings, stock, **boats** and all other contents belonging to **you** or for which **you** are legally responsible or which are entrusted to **you** and situated inside the **buildings**.

Contents does not include:

1. money, credit or debit cards;
2. vehicles licensed for road use and their accessories, caravans, trailers, watercraft (unless specifically shown as insured) or aircraft;
3. clothing (other than vestments) or **personal belongings**;
4. living creatures, trees, shrubs, plants or other vegetation;

5. any specified item or any item which is more specifically insured; or
6. explosives.

Item(s) insured

means any insured item shown in the schedule.

Reinstatement techniques and materials

means techniques and materials that will allow the **buildings** to be sympathetically repaired in a similar form to the existing structures, using materials which are substantially the same as the original, but which may not be of the same period.

What is covered

Where shown in the schedule, **we** will cover **you** against **damage** to any **item insured** occurring:

1. at the **premises**; or
 2. anywhere else where cover is provided in this section;
- by any cause not specifically excluded happening during the **period of insurance**.

What is not covered

The following exclusions apply to all claims under this section. Additional exclusions can be found in the 'General exclusions'.

1. **Damage** caused by or consisting of:
 - a. inherent vice, latent defect, depreciation, gradually operating causes, wear and tear, frost, its own faulty or defective design or materials, faulty or defective workmanship by **you** or any of **your** employees, or operational error or omission by **you** or any of **your** employees but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded;
 - b. corrosion, dust, rust, wet or dry rot, contamination, fungus, mildew, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, **vermin**, change in temperature, colour, flavour, texture or finish.
2. **Damage** to property resulting from its undergoing any process of cleaning, dyeing, restoration, production, packing, treatment, testing, commissioning, servicing or repair.
3. **Damage** caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
4. **Damage** consisting of joint leakage, failure of welds or cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam feed piping in connection with the equipment.
5. **Damage** consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.
6.
 - a. **Damage** in respect of and originating in any vessel, machinery or apparatus or its contents, belonging to **you** or under **your** control which is required to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus is the subject of a contract providing the required inspection service.
 - b. **Damage** caused by the bursting of a boiler (not used for domestic purposes), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control.

What is not covered continued

7. **Damage** resulting from atmospheric and climatic conditions (other than **storm** or **flood**).
8. **Damage** attributable solely to change in the water table level.
9. **Damage** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
10. **Damage:**
 - a. resulting from cessation of work;
 - b. occasioned by confiscation or destruction or requisition by order of the government or any public authority or the Gardaí.
11. Property more specifically insured.
12. Consequential loss of any kind.
13. **Damage** to any **building** or structure caused by its own collapse or cracking, unless it results from a **restricted peril**.
14. **Damage** to wind turbines, solar panels and photovoltaic panels, unless resulting from a **restricted peril** or **theft**.
15. **Damage** in respect of any building which is **unused** for more than 60 days.
This exclusion will only apply to **damage** caused by **escape of water, riot, malicious persons** or **theft**.
16. **Damage** caused directly by or consisting of:
 - a. **subsidence**, unless provided for under the Subsidence extension or caused by fire, subterranean fire, explosion, **earthquake** or **escape of water**;
 - b. **settlement**;
 - c. coastal or river erosion.
17. **Damage** caused by **storm** to inflatable structures, except where damaged by falling trees.
18. **Damage** to movable property in the open, other than as provided for under the Property in the open extension.
19. **Damage** caused by **flood**, wind, rain, hail, sleet or snow to fences and gates (other than lych-gates) other than as provided for by the Storm and flood damage to fences and gates extension.
20. **Damage** caused by or arising from **theft**:
 - a. of parts of the **buildings** other than as provided for under the Theft of parts of the building extension;
 - b. where **you** or any of **your** employees or volunteers are concerned as principal or accessory.
21. **Damage** to:
 - a. glass, sanitary fixtures or signs already cracked, chipped or scratched at the commencement of the insurance;
 - b. glass, sanitary fixtures or signs in any building which is **unused** for more than 60 days.

1. Basis of settlement - Repair and restoration

If **your** schedule shows the basis of settlement as 'Repair and restoration', **we** will settle **your** claim in accordance with the following:

We will pay for

Buildings

1. For **damage** to **buildings**, **we** will at **our** option:
 - a. pay the cost to repair **buildings**;
 - b. pay the cost to replace the **buildings** if the **damage** is beyond repair; or
 - c. arrange for repair work to be carried out.
2. The amount **we** pay will be:
 - a. the cost of repair using **reinstatement techniques and materials**; or
 - b. the provision of a modern equivalent building. With **our** consent, **you** can rebuild on another site, provided it does not cost more to do so.
3. **We** will not deduct any amount for wear and tear unless:
 - a. the **buildings** are in a poor state of repair or decoration;
 - b. there is unnecessary delay in carrying out the work; or
 - c. repair or replacement is not carried out.

Contents

1. For **damage** to **contents**, **we** will at **our** option:
 - a. replace the damaged item;
 - b. pay the cost to replace the item as new; or
 - c. for items that can be economically repaired, pay for the cost of the repair.
2. Where **we** pay the cost of repair, **we** will only pay for repairs that are practicable.
3. **We** will not deduct any amount for wear and tear.

We will not pay for

In respect of 1. undamaged parts of the **buildings** (except the foundations of damaged parts).

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

2. Basis of settlement - Indemnity

If **your** schedule shows the basis of settlement as 'Indemnity', **we** will settle **your** claim in accordance with the following:

We will pay for

Buildings

For **damage** to **buildings**, **we** will at **our** option pay the:

1. cost to repair or rebuild the **buildings** to a condition no better than; or
2. value of the **buildings** based on; their condition at the time of the **damage**.

Contents

For **damage** to **contents**, **we** will at **our** option pay the:

1. cost to repair the **contents** to a condition no better than; or
2. cost to replace the **contents** with a replacement item in a condition no better than; or
3. value of the **contents** based on; their condition at the time of the **damage**.

We will not pay for

In respect of **buildings**:

1. undamaged parts of the **buildings** (except the foundations of damaged parts).
2. wear and tear.

In respect of **contents**:

1. any value attaching to an item by reason of its antiquity.
2. wear and tear.

Applicable to Basis of settlement 1. and 2. above

If **we** have chosen to repair, reinstate or replace **your** property:

We will pay for

1. Fees

In addition to the costs of repair and replacement, **we** will pay the reasonable architects', surveyors', consulting engineers' and other professional fees.

2. Debris removal

We will pay the costs and expenses necessarily and reasonably incurred by **you** with **our** consent in removing debris as shown below:

1. a. removing debris;
 - b. dismantling and/or demolishing;
 - c. shoring up or propping;
- of the portion or portions of the property insured destroyed or damaged by any cause not otherwise excluded.

We will not pay for

Fees or any other costs incurred in the preparation of a claim.

1. Costs or expenses incurred in removing debris, except from the site of the damaged property or the area immediately adjacent to such site.
2. Costs or expenses arising from pollution or contamination of property not insured by this section.

continued

We will pay for

2. removing trees damaged as a result of any cause not otherwise excluded under this policy, provided this is necessary to facilitate the repair or reinstatement of the property insured.

The maximum amount payable for such **damage** and costs shall not exceed in total the sum insured by each item.

3. European Union and Public Authorities (including undamaged portions)

The additional cost of reinstating the destroyed or damaged property and undamaged portions, as may be incurred solely by reason of the necessity to comply with the stipulations of:

1. European Union legislation; or
2. building or other regulations under, or framed in pursuance of, any Act of the Oireachtas or bye-laws of any public authority.

(from now on referred to as "the Stipulations").

We will not pay for

1. The cost incurred in complying with the Stipulations:
 - a. for **damage** before the start of the policy;
 - b. for **damage** that is not covered by this section;
 - c. under which notice has been served upon **you** prior to the happening of the **damage**;
 - d. for which there is an existing requirement which has to be implemented within a given period.
2. The additional costs that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new, had the necessity to comply with the Stipulations not arisen.
3. The amount of any charge or assessment arising out of capital appreciation, arising as a result of compliance with the Stipulations.

Conditions applicable to the European and Public Authorities clause

1. Reinstatement work must be commenced and carried out without unreasonable delay, and in any case must be completed within:
 - a. 12 months after the **damage**; or
 - b. any other time period **we** allow (during the said 12 months).
2. The work may be carried out upon another site, if required by the Stipulations, provided that **our** liability under this basis of settlement is not increased.
3. If **our** liability under the policy, apart from this clause, is reduced by the application of any of the terms and conditions of the policy, then **our** liability under this clause (in respect of any such item) shall be reduced by the same proportion.

4. The most **we** will pay under this clause is:
 - a. 15% of the Sum insured for the corresponding item; or
 - b. where the Sum insured by the item applies to property at more than one premises, 15% of the total amount for which **we** would have been liable had the property insured by the item at the **premises** where **damage** has occurred been wholly destroyed.
5. **We** will not pay more than the Sum insured for any **item insured**.
6. All other terms of the policy apply.

72 Hour provision

All individual losses arising out of and directly occasioned by **storm, flood** or **earthquake** occurring continuously or intermittently within 72 consecutive hours, is deemed to be one event and one **excess** will apply.

The date and time that any such period of 72 hours will commence will be set by **us**.

Designation

For the purpose of determining, where necessary, the heading under which any property is insured, **we** agree to accept the designation under which such property has been entered in **your** books.

Limit

Subject to any limits shown in the policy or schedule, the most **we** will pay in the **period of insurance** for **damage** to **buildings** and/or **contents** is the sum insured shown in the schedule, as adjusted for index-linking, plus any extensions stated as being in addition to the sum insured.

Reinstatement of Sum insured

Applicable to Buildings and Contents

The sum insured stated in the schedule will be automatically reinstated by the amount of any claim **we** pay, provided that:

1. **we** have not given **you** notice within 30 days of **you** reporting the **damage** that **we** will not reinstate the sum insured;
2. **you** pay any such additional premium **we** require; and
3. **you** complete any improvements to security or other measures **we** require at the **premises**.

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.

The annual renewal premium will be amended accordingly.

In the event of **damage**, index linking will continue from the date of **damage** until the resulting claim is settled, but **we** will not pay for increased costs which arise due to unnecessary delay by **you**.

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 insured building where the risk of **damage** is increased without authority or knowledge of the mortgagee(s).

Provided that the mortgagee(s) shall immediately on becoming aware of any change give notice in writing to **us** and pay any additional premium as **we** may require.

Extensions

Unless specifically stated otherwise, all extension limits are within and not in addition to the Sum Insured for this section of the Policy.

The cover under this section is extended to include the following (subject to the appropriate **excess** applying to the **damage**).

What is covered

1. Communion plate and other property away from the premises

Damage by any cause not otherwise excluded to:

- a. **contents** in transit or whilst temporarily removed for cleaning, renovation, repair or other similar purpose to any other premises and in transit between such locations, within the **geographical limits** or the United Kingdom of Great Britain and Northern Ireland.
- b. the following whilst anywhere within the **geographical limits** or the United Kingdom of Great Britain and Northern Ireland for any reason other than shown in a.:
 - i. **Communion plate**

Limit
€25,000 any one item and €50,000 for all claims in the **period of insurance**.
 - ii. **Boats** whilst in the custody of **you** or **your** employee or **your** authorised representative and whilst being transported or used on the inland waterways or within 3 miles of the coast.

Limit
€30,000 any one claim.

continued

What is not covered

In respect of a. b. and c.:

Damage:

1. by **theft** to property left in an unattended vehicle, unless:
 - a. the property is hidden from view;
 - b. all windows and sunroofs are securely closed; and
 - c. the boot and all doors are locked;
2. to a trailer or caravan whilst attached to or being towed by a vehicle.

continued

What is covered

- iii. All **contents** other than those described in i. and ii. above, including office equipment and musical instruments in the custody of **you** or **your** employees, responsible parishioner or an **authorised volunteer**.

Limit

€15,000 any one item and €50,000 any one claim.

- c. all **contents** whilst outside of the **geographical limits** or the United Kingdom of Great Britain and Northern Ireland.

Limit

€15,000 any one claim.

2. Specified items away from the premises

Damage by any cause not otherwise excluded to items specified in the schedule whilst at the location stated in the schedule, up to the sum insured shown for each item.

The limits in respect of 2. above are in addition to the **contents** sums insured stated in the schedule.

3. Personal belongings

Damage by any cause not otherwise excluded to:

- a. **personal belongings**, other than pedal cycles, belonging to **you**, **your** employees, **authorised volunteers**, visiting clergy or visiting choristers whilst engaged in **your** business or authorised activities anywhere in the **geographical limits** or the United Kingdom of Great Britain and Northern Ireland.

Limit

€5,000 per person.

continued

What is not covered

Damage:

1. by **theft** to property left in an unattended vehicle, unless:
 - a. the property is hidden from view;
 - b. all windows and sunroofs are securely closed; and
 - c. the boot and all doors are locked;
2. to a trailer or caravan whilst attached to or being towed by a vehicle.

Damage by **theft** to property left in an unattended vehicle, unless:

1. the property is hidden from view;
2. all windows and sunroofs are securely closed; and
3. the boot and all doors are locked.

continued

What is covered

- b. Pedal cycles belonging to **you, your** employees, **authorised volunteers**, visiting clergy or visiting choristers whilst engaged in **your** business or authorised activities anywhere in the **geographical limits** or the United Kingdom of Great Britain and Northern Ireland.

Limit

€1,500 per person.

- c. **Personal belongings** belonging to any member of a party travelling with **your** authority on a tour organised by **you** anywhere in the world.

Limit

€150 per person.

The **excess** shown in the schedule in respect of **personal belongings** does not apply to losses under part c. of this extension.

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

4. Prizes and donated goods

Damage by any cause not otherwise excluded to prizes and donated goods to be used for fund raising events whilst in the custody of:

- a. **you**;
- b. **your** employee; or
- c. an **authorised volunteer**;

anywhere in the **geographical limits** or the United Kingdom of Great Britain and Northern Ireland.

Limit

€2,500 any one item and €10,000 any one event.

What is not covered

Damage by **theft** to property left in an unattended vehicle, unless:

1. the property is hidden from view;
2. all windows and sunroofs are securely closed; and
3. the boot and all doors are locked.

What is covered

5. Exhibitions, festivals and events

Damage by any cause not otherwise excluded to the following items and equipment:

- 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** or the United Kingdom of Great Britain and Northern Ireland, and in the course of transit to or from such locations.

It is a **condition precedent to liability** 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.

We will not cover any **damage** caused by **theft** or **malicious persons** arising while **you** are not in compliance with this condition.

- b. Marquees, tents, stalls and similar equipment for which **you** are responsible and being used in connection with any church exhibition, festival or event anywhere in the **geographical limits** or the United Kingdom of Great Britain and Northern Ireland, and in the course of transit to or from such locations.

Limit

€4,000 any one item and €15,000 any one event.

What is not covered

Damage by **theft** to property left in an unattended vehicle, unless:

1. the property is hidden from view;
2. all windows and sunroofs are securely closed; and
3. the boot and all doors are locked.

What is covered

6. Emergency services damage to landscaped grounds

If the **buildings** are insured, the cover provided by this section is extended to include:

- a. the costs incurred following **damage** caused by the emergency services to landscaped grounds for which **you** are responsible.

Limit

€25,000 any one claim.

- 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** at the **premises**.

Limit

€50,000 any one claim.

7. Emergency services concern for welfare

If the **buildings** are insured, the cover provided by this section is extended to include the costs incurred following **damage** caused to **buildings** by the emergency services to gain access to **your premises** as a result of their concern for the occupants' welfare.

Limit

€25,000 any one claim.

8. Landscaping costs

The necessary and reasonable costs to restore landscaped gardens or grounds at the **premises** to its appearance when first planted in consequence of **damage** to the property insured by any cause not otherwise excluded.

Limit

€25,000 any one claim.

What is not covered

Any cost arising from the failure of seed to germinate or trees, plants or turf to become established.

1. Any cost arising from the failure of seed to germinate or trees, plants or turf to become established.

2. **Damage** by the emergency services.

What is covered

9. Movable property in the open

Notwithstanding exclusion 18, **damage** by any cause not otherwise excluded to the following property in the churchyard and grounds:

- a. Lawnmowers and other groundsperson's machines;
 - b. Floodlighting, external lighting and security equipment;
 - c. Benches, garden seating and fixtures;
 - d. Tombs, monuments and memorials
- for which **you** are responsible.

Limit

€10,000 any one claim.

10. Storm and Flood damage to fences and gates

Notwithstanding exclusion 19, **damage** caused by **storm** or **flood** to fences and gates (other than lych-gates).

Limit

€10,000 any one claim.

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 any cause not otherwise excluded.

We will only provide this cover if:

- a. such headstone, monument or memorial is in a premises or churchyard under **your** control;
- b. before **you** present a claim under the policy, **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, **you** must pay to **us** an amount equal to the recovery or the amount **we** have paid, whichever is the smaller.

Limit

€7,500 in the **period of insurance**.

What is not covered

Theft of lawnmowers and other groundsperson's machines and equipment when not in use, unless contained in a locked outbuilding or immobilised.

The cost of repairing the item.

What is covered

12. Capital additions

Cover under this section for Buildings and Contents is extended to include:

- a. alterations and additions to the covered property, but not any appreciation in value; and
- b. newly acquired property anywhere in the **geographical limits** that is not otherwise insured.

We will only provide this cover if **you**:

- i. notify **us** as soon as practicable and arrange for the alteration, addition or acquisition to be specifically insured by this policy; and
- ii. pay any additional premium that is required from the date of the alteration, addition or acquisition.

Limit

1. For Contents €50,000 in the **period of insurance**
2. For Buildings €1,000,000 in the **period of insurance**.

The limit provided by this extension is in addition to the sum insured stated in **your** schedule.

13. Bequeathed property

Damage by any cause not otherwise excluded to material property anywhere in the **geographical limits** which is bequeathed to **you**. Cover starts from the commencement date of **your** interest in the property, provided it is not insured elsewhere.

Within 3 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**, **you** must pay any additional premium **we** require from the date the legal title of the property passed to **you**.

Limit

€1,000,000 any one bequest for buildings €10,000 any one item all other property.

The limit provided by this extension is in addition to the sum insured stated in **your** schedule.

What is not covered

Property that is bequeathed to **you**.

Damage to:

1. vehicles licensed for road use, or their accessories;
2. trailers, caravans, watercraft or aircraft;
3. cash or money instruments of any description, whether negotiable or non-negotiable;
4. property insured under any other policy.

What is covered

14. Lock replacement following loss or theft of keys

If the keys to **your premises** are lost or stolen, **we** will pay the costs incurred to:

- a. gain access to the **premises**;
- b. replace locks at the **premises** including locks of safes or strongrooms in the **premises**;
- c. replace any duplicate keys following b. above in the same quantity as existed prior to the loss.

Limit

€10,000 in the **period of insurance**.

15. Frozen food

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

- a. a rise or fall in temperature; or
- b. contamination from refrigerant or refrigerant fumes.

We will also pay the reasonable and necessary costs of hiring temporary alternative freezing space.

Limit

€15,000 per **premises** in the **period of insurance**.

16. Theft damage to buildings extension

Where **theft** is included, the insurance extends to include:

- a. theft or attempted theft of parts of the **buildings** or its fixtures (other than external metal), including subsequent **damage** arising as a result of the theft of parts of the **buildings** or its fixtures;
- b. theft or attempted theft of external metal, including subsequent **damage** arising as a result of the theft of external metal;
- c. cost of repairs to the **buildings** following theft or attempted theft of **contents**.

Limit

Up to the sum insured for **buildings** in the **period of insurance**.

What is not covered

Damage:

1. resulting from the deliberate act of any power supply authority or the withholding or restricting of power by such an authority;
2. caused by wilful neglect; or
3. where the freezer or compressor is more than 15 years old, unless the refrigeration unit is the subject of a current manufacturer's guarantee or an annual maintenance contract.

Damage

1. when scaffolding is erected at the **premises** unless **we** have agreed in writing to continue cover;
2. to any building which is **unused**.

What is covered

17. Sewers and drains

This extension is provided only where **escape of water** is included under **your** policy.

Damage by any cause not otherwise excluded to the sewers and drains serving the **premises** for which **you** are responsible for the cost of repair. This includes the cost of clearing blockages.

Limit

€25,000 any one claim.

18. Sale of the Building

If the **buildings** are insured, the interest of the purchaser is noted in the insurance by this section, for the period from the written offer and acceptance or exchange of contracts, until completion of the sale.

Provided that:

- a. the **buildings** are not insured elsewhere for the benefit of the purchaser;
- b. the purchaser complies with and is bound by the terms of the policy.

19. Trace and access

This extension is provided only if **you** are covered for the incident that causes the **damage**.

We will pay the reasonable and necessary costs and expenses incurred by **you** with **our** consent to:

- a. locate the source of **damage** caused by an escape of oil, gas or water from any fixed water or heating system in the **buildings**; and
- b. repair any **damage** caused by a. above.

Limit

€50,000 any one claim.

What is not covered

What is covered

20. Loss of oil, gas or water

We will pay for:

- a. loss of oil, (other than covered by c. below) gas or metered water from the water or heating system after **damage** by any cause not otherwise excluded to that system;
- b. the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the **premises**;
- c. **theft** of oil from any storage tank used for the heating system at **your premises** provided **theft** is not excluded; and
- d. the cost of decontaminating the grounds of **your premises** following accidental discharge of oil from any oil fired heating installation or storage tank.

Limit

- i. For a. b. and c. €15,000 any one claim and €25,000 in the **period of insurance**.
- ii. For d. €40,000 any one claim.

21. Minor contract works

Definitions specific to this extension

Contract works

means the permanent or temporary works executed or in the course of execution at the **premises** by **you** or on **your** behalf, including unfixed site materials at the **premises** for use in connection with such works.

Insured contract

means any minor, standard or intermediate building contract in which **you** are the employer and are required to take out a joint names policy with **our** prior written agreement.

Cover

Cover for each **buildings** item extends to include **contract works** for which **you** are responsible under the terms of an **insured contract** but only to the extent of the cover provided by this section and provided that this insurance shall only apply insofar as the **contract works** are not otherwise insured.

continued

What is not covered

What is covered

Limit

€250,000 for the **contract works**.

The limit provided by this extension is in addition to the sum insured stated in **your** schedule.

22. Archaeological costs

Definitions specific to this extension

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 other than **archaeological rescue work**.

The reasonable and necessary on-site costs of **archaeological rescue work**, including the recording of standing and collapsed fabric and damaged floor surfaces, incurred with **our** consent as a result of **damage** to the **buildings** by any cause not otherwise excluded by this policy.

Limit

€375,000 any one claim.

23. Extinguisher and alarm resetting expenses

Cover under this section is extended to include the reasonable and necessary costs incurred by **you** to:

- a. refill fire extinguishing appliances;
- b. replace the heads of sprinkler systems, water mist systems or other similar water based fire suppression systems; and
- c. reset fire or intruder alarm systems;

as a direct result of their activation following **damage** by any cause not otherwise excluded by this policy.

Limit

Up to the sum insured for **buildings** in the **period of insurance**.

What is not covered

The costs of:

1. **archaeological research work** which is not a necessary part of the process of repair or rebuilding;
2. analysis of data resulting from **archaeological rescue work**, other than to the extent that such costs are a necessary and integral part of the process of repair or rebuilding;
3. conservation or scientific analysis of materials or objects retrieved in the course of an archaeological exercise; or
4. the excavation of below-ground deposits.

What is covered

24. Planning and Development Act 2000

The costs of meeting Local Authority or Planning Authority conditions made under the Planning and Development Act 2000 and amending legislation following **damage** by any cause not otherwise excluded by this policy, should these costs exceed the sum insured.

Limit

20% of the sum insured for Buildings or €5,000,000 in the **period of insurance** whichever is the lower.

The limit provided by this extension is in addition to the sum insured stated in **your** schedule.

25. Fly tipping

The reasonable and necessary costs and expenses incurred by **you** to clear, treat and remove anything illegally or maliciously deposited at **your premises** but **we** will not pay for pollution and contamination of any property, land, water or air.

Limit

€2,500 per **premises** in the **period of insurance**.

26. Loss avoidance measures

The costs incurred by **you** to take reasonable but exceptional measures to prevent or mitigate impending **damage** that would be covered under this section.

We will only cover such costs:

- if **we** are satisfied that **damage** has been prevented or mitigated;
- on the basis that the terms, conditions and exclusions of this section and the policy apply as if **damage** had occurred; and
- provided that the amount **we** will pay will be no greater than the cost of **damage** which would have otherwise occurred.

Limit

€10,000 any one claim.

What is not covered

Fly tipping at any **unused** premises.

What is covered

27. Removal of wasp, bee or hornet nests

We will pay the reasonable and necessary costs incurred by **you** in removing wasp, bee or hornet nests from the **buildings** that are first discovered during the **period of insurance**.

Limit

€2,500 any one claim.

28. Environmental improvements

If, following **damage** to **buildings** covered under this section, **you** decide with **our** consent to rebuild the **premises** in a manner that aims to reduce potential harm to the environment or improve energy efficiency (beyond the minimum standard required to comply with Building or other Regulations), **we** will pay these rebuilding costs.

Provided that if **our** liability is reduced by the application of any terms or conditions of this policy, **our** liability under this extension will be reduced by the same proportion.

Limit

10% of any claim or 10% of the sum insured or €750,000 whichever is the lower.

29. Non invalidation

The cover by this section shall not be invalidated by any act, omission or alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control.

Provided that **you** immediately on becoming aware of this, give notice to **us** and pay an additional premium if required.

What is not covered

1. The costs of work that prior to the **damage**:
 - a. **you** had already planned to carry out; or
 - b. **you** had been notified to carry out by any relevant authority.
2. Any additional costs for replacing undamaged property.
3. The amount of any charge, tax or assessment arising out of capital appreciation arising from the works funded by this extension.
4. The cost of any works or materials that in **our** view increases:
 - a. the risk of future **damage**; or
 - b. the potential extent of future **damage**.

Optional Extension

What is covered

30. Subsidence

The schedule will show if this extension applies.

Notwithstanding exclusion 18 of this section, the insurance is extended to include **subsidence**.

What is not covered

Damage:

1. to boundary walls, fences, footbridges, gates, lych-gates, piping, ducting, cables, wires and associated control gear and accessories, yards, paths, car parks, drives and other hard standing areas, roads and pavements, storage tanks, artificial playing surfaces and swimming pools, unless also resulting in **damage** to a building insured under this policy;
2. to **contents** unless caused by **landslip**;
3. caused by or consisting of:
 - a. settlement;
 - b. coastal or river erosion;
4. caused by defective design or workmanship or the use of defective material;
5. caused by **fire**, **earthquake** or **escape of water**;
6. which originated prior to the inception of cover;
7. resulting from:
 - a. demolition, construction, structural alteration or repair of any property;
 - b. groundworks or excavation;
 at the same **premises**.

Special condition applicable to this extension

You must 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.

2 Equipment breakdown

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.

Accident(s)

means:

- a. electrical or mechanical ***breakdown***, including rupture or bursting caused by centrifugal force;
- b. artificially generated electrical current, including electric arcing that disturbs electrical devices, appliances or wires;
- c. ***explosion*** or ***collapse*** of ***covered equipment*** operating under steam or other fluid pressure;
- d. ***damage*** to hot water boilers, other water heating equipment, oil or water storage tanks or other ***covered equipment*** operating under steam or fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment;
- e. ***damage*** caused by operator error that results in the overloading of ***covered equipment***.

Biomass and biogas installations

means any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors.

Breakdown

means:

- a. the actual breaking, failure, distortion or burning out of any part of the ***covered equipment*** whilst in ordinary use, arising from defects in the ***covered equipment*** causing its sudden stoppage and necessitating repair or replacement before it can resume work;
- b. fracturing of any part of the ***covered equipment*** by frost when such fracture renders the ***covered equipment*** inoperative;
- c. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands, even though replacement may be necessary;
- d. ***electronic derangement***.

Collapse

means the sudden and dangerous distortion (whether or not attended by rupture) of any part of the ***covered equipment*** caused by crushing, stress by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).

Computer equipment

means:

- a. electronic, computer or other data processing and/or storage equipment;
- b. projectors, printers, scanners and other peripheral devices used in conjunction with (a);
- c. software and programs licensed to ***you*** and installed on (a);
- d. ***portable computer equipment***;

owned by ***you*** or for which ***you*** are responsible.

Covered equipment

means equipment at the **premises** owned by **you** or for which **you** are responsible:

- i. which is built to operate under vacuum or pressure (other than the weight of its contents); or
- ii. that generates, transmits, stores or converts energy; or
- iii. comprising **computer equipment**.

Excluding:

- a. any supporting structure, foundation, masonry brickwork or cabinet;
- b. any insulating or refractory material;
- c. any vehicle, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which are included, but not the actual vehicle);
- d. self-propelled plant and equipment (other than fork lift trucks and pallet trucks used by **you** at **your premises**) dragline, excavation or construction equipment;
- e. equipment manufactured by **you** for sale;
- f. safety or protective devices due to their functioning;
- g. tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal;
- h. any electronic equipment (other than **computer equipment**) used for research, diagnostic treatment, experimental or other medical or scientific purposes with a new replacement value in excess of €45,000;
- i. any **manufacturing production or process equipment**, including linked **computer equipment**;
- j. any electricity generating equipment, other than emergency back-up power equipment or wind turbines less than 10kW generating capacity or photovoltaic equipment less than 50kW generating capacity;
- k. any **biomass and biogas installation**;
- l. any **hydroelectric installation**;

Cyber event

means:

- a. a failure of electronic equipment to correctly recognise process or store any data;
- b. a hostile, malicious, illegal or transgressive act committed through electronic systems, including but not limited to:
 - i. a virus (a program code, programming instruction or any set of instructions intended to damage, interfere with or have a negative effect on computer programs, data or operations);
 - ii. hacking (unauthorised access to any computer or other electronic equipment);
 - iii. a denial of service attack (any actions or instructions intended to damage, interfere with or affect the availability or performance of networks, network services, network connectivity or telecommunication systems).

Electronic derangement

means malfunction of the **computer equipment** or electronic circuitry controlling or operating the **covered equipment** that is not accompanied by visible **damage** and requires replacement of one or more insured components of the **covered equipment** in order to restore it to its normal operation.

Excluding:

- a. the rebooting, reloading or updating of software or firmware;
- b. the incompatibility of **covered equipment** with any software or equipment installed, introduced or networked within the previous 30 days;
- c. the **covered equipment** being of insufficient size, specification or capacity;
- d. loss or **damage** caused by a **cyber event**.

Explosion

means the sudden and violent rending of the **covered equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents), causing bodily displacement of any part of the **covered equipment** together with forcible ejection of the contents.

Hazardous substance

means any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency.

Hydroelectric installations

means any equipment, machinery, dam and weir used in connection with running a hydroelectric power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment, including any substation and distribution, transformer, switchgear, meter cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings), security equipment, access roads, hardstandings and spares.

Manufacturing production or process equipment

means any machine or apparatus (other than boilers, lifts, fork lift trucks, dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by **you** and any equipment which exclusively serves such machinery or apparatus.

Media

means all forms of electronic magnetic and optical tapes and discs for use in any **computer equipment**.

Portable computer equipment

means:

- a. laptops, palmtops and notebooks;
 - b. personal digital assistants (PDAs);
 - c. projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other **portable computer equipment**;
 - d. removable satellite navigation systems;
 - e. digital cameras;
 - f. smartphones;
- owned by **you** or for which **you** are responsible.

What is covered

We will indemnify **you** in respect of **damage** to **covered equipment** arising from an **accident** happening during the **period of insurance**.

What is not covered

1. **damage** caused by or resulting from:
 - a. a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment;
 - b. depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions. But if **damage** from an **accident** results **we** shall be liable for that resulting **damage**.
 - c. Installation, erection, dismantling, re-siting, transportation or removal of **covered equipment** other than re-siting, transportation or removal under its own power whilst at its operating site.
2. **damage** which is recoverable under a maintenance agreement, warranty or guarantee.
3. **damage** caused by any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance, but if **damage** from an **accident** results **we** shall be liable for that resulting **damage**.
4. any loss or **damage** caused by a **cyber event**.
5. any loss of or **damage** to data or **media** caused by:
 - a. programming error or programming limitation;
 - b. loss of data (other than as specifically provided for under any Reinstatement of Data and Computer Increased Costs of Working extension of cover);
 - c. loss of access;
 - d. loss of use;
 - e. loss of functionality.

Basis of settlement

We will pay up to the value of **covered equipment** at the time of the **damage** or at **our** option repair, reinstate or replace the **covered equipment** in accordance with the following:

Reinstatement

Subject to the following special conditions, the basis upon which the amount payable in respect of **covered equipment** is to be calculated shall be the reinstatement of the **covered equipment** that is the subject of an **accident**.

For this purpose 'reinstatement' means:

- a. the replacement of **covered equipment** that is the subject of an **accident** which provided **our** liability is not increased may be carried out:
 - i. in any manner suitable to **your** requirements;
 - ii. upon another site;
- b. the repair or restoration of **covered equipment** that is the subject of an **accident**.

In the case of a. or b. to a condition equivalent to, or substantially the same as, but not better or more extensive than its condition when new.

Special conditions

- 1 **Our** liability for the repair or restoration of **covered equipment** that is the subject of an **accident** shall not exceed the amount payable for replacement of the **covered equipment**.
- 2 No payment beyond the amount which would have been payable in the absence of this basis of settlement shall be made:
 - a. unless reinstatement commences and proceeds without unreasonable delay;
 - b. until the cost of reinstatement shall have been actually incurred.
- 3 **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim, but only as circumstances permit and in reasonably sufficient manner.
We shall not pay out in respect of any one of the items insured more than the sum insured.
- 4 All the terms and conditions of the policy shall apply:
 - a. in respect of any claim payable under this basis of settlement, except insofar as they are varied hereby;
 - b. where claims are payable as if this basis of settlement had not been incorporated.

Limit of liability

Our liability in the **period of insurance** shall not exceed the sum insured under the appropriate Property damage section provided by this policy for each item of **covered equipment**, nor in all the total Property damage sum insured subject to the following maximum limits.

The total amount **we** will pay in respect of this section shall not exceed €7,500,000 for any one **period of insurance**.

Within this amount **our** liability shall not exceed:

- €650,000 for any one **accident** to **computer equipment** whilst at the **premises**;
- €6,500 for any one **accident** to **portable computer equipment** anywhere in the world.

All **accidents** that are the result of the same event will be considered one **accident**.

Extensions

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

These extensions do not increase the maximum liability of €7,500,000 for the *period of insurance*.

What is covered

1. Reinstatement of Data and Computer Increased Costs of Working

- a. **We** will pay the costs **you** incur in reinstating data that is lost or damaged as a consequence of an **accident** to or **derangement** of **computer equipment**.

Providing that **our** liability is limited solely to the cost of reinstating data onto **media**.

Limit

€75,000 any one **accident**.

- b. In addition, **we** will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing the resulting interruption or interference to **your** computer operations.

Limit

€75,000 any one **accident**.

2. Loss of income

If the Loss of income section of this policy is in force, **we** will pay to **you** in respect of each item in the loss of income schedule, the loss occurring during the indemnity period (as defined in the Loss of income section) following an **accident** to **covered equipment** that results in **your** activities being interrupted or interfered with.

Limit

€130,000 in the *period of insurance*.

What is not covered

Loss or damage to software.

Any loss resulting from the Damage to own surrounding property extension.

What is covered	What is not covered
<p>3. Hazardous substances</p> <p>Following an accident, we will also pay the additional cost to repair or replace covered equipment which has been contaminated by a hazardous substance.</p> <p>This includes any additional expenses incurred to clean up or dispose of such property.</p> <p>Limit €13,000 any one accident.</p>	
<p>4. Expediting expenses</p> <p>Reasonable costs necessarily incurred by you to make temporary repairs and expedite permanent repairs or permanent replacement of damaged covered equipment.</p> <p>Limit €22,500 any one accident.</p>	
<p>5. European Union and Public Authorities (Including undamaged portions)</p> <p>If in force, the European Union and Public Authorities extension of the Property damage section of this policy applies to covered equipment damaged as a result of an accident.</p>	
<p>6. Damage to own surrounding property</p> <p>We shall be liable for damage to property at the premises belonging to you or in your custody and control and for which you are responsible, directly resulting from the explosion or collapse of any covered equipment operating under steam pressure.</p> <p>Limit €1,300,000 any one accident.</p>	

What is covered

7. Hire of substitute item

If **covered equipment** is damaged as a result of an **accident**, **we** shall be liable for the cost of hire charges actually incurred by **you** during the **period of insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

Limit

€13,000 any one **accident**.

8. Storage tanks and loss of contents

Damage caused by an **accident** to oil storage tanks or water tanks, including connected pipework belonging to **you** or for which **you** are responsible at the **premises**.

In addition, this extension covers loss of the contents of oil storage tanks caused by:

- a. escape of contents - leakage discharge or overflow from the oil storage tanks, caused by or resulting from an **accident**;
- b. contamination - contamination of the contents of oil storage tanks, caused by or resulting from an **accident**, including cleaning costs incurred as a result of such loss.

Limit

€13,000 any one **accident**.

9. Debris removal

Following an **accident** to **covered equipment**, **we** will pay the costs necessarily incurred for:

- a. the removal of debris; and
- b. the protection of the **covered equipment**.

Limit

€35,000 any one **accident**.

What is not covered

What is covered	What is not covered
<p>10. Repair costs investigation</p> <p>We will pay the costs incurred with our prior written consent relating to repair investigations and tests by consulting engineers for damage to covered equipment following an accident.</p> <p>Limit €32,500 any one accident.</p>	<p>Costs incurred in preparing a claim under this section.</p>
<p>11. Additional access costs</p> <p>Provided that the Loss of Income section of this policy is in force, we shall be liable under this extension for any necessary additional costs incurred in order to gain access to, repair or replace the covered equipment following an accident.</p> <p>Limit €20,000 any one accident.</p>	

Special condition applicable to this section – Back-up records

It is a **condition precedent to liability** that **you** must:

- i. back-up original data at least every 7 days; and
- ii. maintain at least one generation of verified back-up computer records; and
- iii. keep one copy off site (this may include cloud storage); and
- iv. take precautions to make sure that all data is stored safely.

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, 1 (b) '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.

Computer equipment

means equipment that is electronic computer or other data processing equipment, including all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment, software and peripherals used in conjunction with such equipment, belonging to **you** or for which **you** are responsible.

Damage

means, unless stated otherwise in the schedule, destruction or damage by any cause not specifically excluded under the Property damage section.

For the purpose of this section the definition of **damage** shall also include explosion of any boiler or economiser on the **premises**.

Income

means the money paid or payable to **you**, 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.

What is covered

If **your** usual activities at the **premises** are interrupted or interfered with as a direct result of **damage** to property covered under the Property damage section and used by **you** at the **premises** during the **period of insurance**, **we** will cover **your** loss of **income**.

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.

What is not covered

1. Loss where there is unnecessary delay on **your** part in repairing or replacing the property.
2. Loss due to archaeological exercise except as provided for under Extension 1 of this section.
3. Loss resulting from interruption of or interference with your usual activities at the **premises** as a result of anything which is excluded under the Property damage section other than the consequential loss of any kind exclusion.

Basis of settlement

We will pay for

1. **We** will pay:

a. **Loss of income**

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 any **income you** earn from conducting **your** activities elsewhere during the **indemnity period**.

b. **Additional expenditure**

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:

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

We will not pay for

continued

We will pay for	We will not pay for
<p>We will take into account any savings during the indemnity period from expenses payable out of income which stop or are reduced as a result of damage.</p>	
<p>2. Professional accountants' charges</p> <p>Any details contained in your books of account or other business books which are requested by us for the purpose of dealing with your claim can be produced by professional accountants and their report shall be accepted as evidence of these details.</p> <p>We will pay to you the reasonable charges payable by you to your professional accountants for producing these details or any other information requested by us.</p> <p>The limit for these charges is included within the overall limit of liability for this section.</p>	

Limit of indemnity
<p>The maximum we will pay for any one event under this section of the policy is shown in the schedule.</p>

Extensions

Unless specifically stated otherwise all limits are included within and not in addition to the limit of liability for this section.

The cover under this section is extended to include loss resulting from interruption of or interference with **your** usual activities carried on at the **premises** as a result of the following.

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 as a result of **damage**, **we** will pay the additional amount of loss resulting from the increased interruption or interference.

Limit

€375,000 any one claim.

2. Prevention of access - damage

Access to or use of the **premises** being prevented or hindered by **damage** to neighbouring property.

3. Food poisoning, defective sanitation, vermin, murder or suicide

The prevention or restriction of access to or closure of the **premises** on the order or advice of the Gardaí or Food Safety Authority of Ireland or Health Service Executive or other similar enforcement agency as a direct consequence of:

- a. any injury or illness sustained by any person arising from or traceable to food or drink poisoning, which is directly traceable to food or drink provided at the **premises**;
- b. any accident causing defects in drains or other sanitary arrangements at the **premises**;
- c. any discovery of vermin at the **premises**;
- d. murder, rape or suicide at the **premises**.

continued

What is not covered

1. any loss covered under the Utilities extension.
2. any period when access to the **premises** was not prevented or hindered.

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

continued

What is covered

Conditions

We shall only be liable for the loss arising at premises **you** occupy and which are directly affected by the occurrence, discovery or accident.

In the event that the policy includes an extension which deems **damage** at other locations to be **damage** at the **premises** such extension will not apply to this extension.

The maximum indemnity period for this extension will not exceed three months beginning from the date on which the restrictions on the **premises** are applied.

Limit

€30,000 in the **period of insurance**.

4. Failure of electricity, gas or water supply

Failure of the supply to **your premises** of electricity, gas or water.

The maximum indemnity period under this extension will not exceed 3 months.

Limit

€7,500 any one claim.

5. Failure of telecommunication services

Failure of the telecommunication services at the **premises** following **damage** of or to telecommunications property anywhere in the **geographical limits** or the United Kingdom of Great Britain and Northern Ireland.

Limit

€7,500 any one claim.

What is not covered

1. The deliberate act of the supplier in withholding or restricting supply.
2. Any restriction caused by strikes or labour disputes.
3. Any restriction of use of less than 4 hours.
4. Any failure due to drought, atmospheric and weather conditions unless failure is due to **damage** caused by such conditions.
5. Any loss resulting from **damage** to overhead cables unless occurring within 1 mile of the **premises**.

1. Any restriction caused by strikes or labour disputes.
2. Any restriction of use of less than 4 hours.
3. The failure of any telecommunication services received via satellite.

What is covered

6. Utility suppliers' premises

Damage at any of the following all within the **geographical limits** or the United Kingdom of Great Britain and Northern Ireland:

- generating station or sub-station of **your** electricity supplier;
- land-based premises of **your** gas supplier or any directly linked natural gas producer;
- water works or pumping station of **your** water supplier;
- land-based premises of **your** telecommunications service provider.

Limit

€125,000 any one claim.

7. Suppliers extension

Damage at the premises of the following any of **your** suppliers within the **geographical limits** or the United Kingdom of Great Britain and Northern Ireland.

Limit

- Any supplier specified in the schedule up to the limit shown against their name.
- Unspecified suppliers.

Limit

€75,000 any one claim.

8. Book debts

If following **damage** to **your** books of account or other church business books or records at the **premises** **you** are unable to trace outstanding debit balances owed to **you 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;
- the additional expenditure incurred with **our** prior consent to trace and establish debit balances owed to **you** after the **damage**;
- reasonable and necessary professional accountants' charges to provide evidence required by **us** in support of a claim.

Limit

€75,000 any one claim.

continued

What is not covered

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

Loss arising from misfiling, erasure, distortion, deliberate falsification of records or from bad debts.

continued

What is covered

Condition

It is a ***condition precedent to liability*** under this extension that **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.

9. Church Event - Cancellation

We will pay for all expenses **you** cannot recover if an event **you** have organised is unexpectedly cancelled or cut short.

Limit

€1,500 any one claim.

This is in addition to any amount which may be recoverable under the 'Other venues' extension.

The limit provided by this extension is in addition to the limit of liability stated in **your** schedule.

10. Other venues

- a. **Damage** occurring at any premises not in **your** occupation within the **geographical limits** or the United Kingdom of Great Britain and Northern Ireland where **you** are holding a fund-raising event, exhibition or other activity.
- b. **Damage** to **your** property for use in connection with a fund raising event, exhibition or other activity whilst anywhere within the **geographical limits** or the United Kingdom of Great Britain and Northern Ireland, including whilst in transit by road, rail or inland waterway.

Limit

€15,000 any one claim.

What is not covered

1. If the event is cancelled due to lack of support or an anticipated lack of support.
2. If the event is cancelled due to weather conditions.
3. The first €150 of each and every claim.
4. Any amount **you** can recover from any other source.
5. Cancellation due to the order of a competent public authority.

What is covered

11. Reinstatement of data

Unless more specifically insured, **we** will pay the costs **you** incur in reinstating data that is lost or damaged as a consequence of **damage** to **computer equipment** at **your premises**.

Providing that **our** liability is limited solely to the cost of reinstating data to any form of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

Limit

€40,000 per **premises** in the **period of insurance**.

12. Computers - Increased Cost of Working

Unless more specifically insured **we** will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations as a consequence of **damage** to **computer equipment** at **your premises**.

Limit

€40,000 per **premises** in the **period of insurance**.

What is not covered

1. Losses discovered later than 180 days after the loss occurred;
2. Loss or damage to software;
3. Costs more specifically described under the Computers - Increased Cost of Working extension.

Special condition applicable to this section – Back-up records

It is a **condition precedent to liability** that **you** must:

1. back-up original data at least every 7 days; and
2. maintain at least one generation of verified back-up computer records; and
3. keep one copy off site (this may include cloud storage); and
4. take precautions to make sure that all data is stored safely.

4 Money

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

Definitions

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

Bodily injury

means bodily injury, resulting directly and independently of any other cause within 24 calendar months in disablement or death.

Insured person(s)

means:

1. Members of the clergy, whether on duty or not, in the ***geographical limits*** or in the United Kingdom of Great Britain and Northern Ireland.
2. 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*** or in the United Kingdom of Great Britain and Northern Ireland.

Loss of hearing

means permanent, total and irrecoverable loss of hearing in one or both ears.

Loss of limb(s)

means:

1. Loss:
 - a. of a foot by permanent physical severance at or above the ankle; or
 - b. of the four fingers at or above the point where the fingers join the palm of the hand; or
2. Permanent, total and irrecoverable loss of use of a complete leg, foot, arm or hand.

Loss of sight

means total and irrecoverable loss of sight:

1. in both eyes resulting in the ***insured person*** being registered with the National Council for the Blind Ireland; or
2. in one eye which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses.

Loss of speech

means permanent, total and irrecoverable loss of the ability to speak.

Medical expenses

means the cost of medical, surgical, optical, dental or other remedial attention, treatment or appliances given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges necessarily incurred in the treatment of the ***insured person***.

Money

means physical money, comprising of current notes and coins, cheques (other than pre-signed blank cheques whether crossed or uncrossed), postal orders, money orders, securities for money, crossed banker's drafts, unused postage stamps, trading stamps, holiday with pay stamps, travellers' cheques, car park season tickets, travel tickets, Prize Bonds, vouchers in respect of credit and debit card sales, giro payment orders, Value Added Tax purchase invoices, luncheon vouchers, gift tokens, consumer redemption vouchers and unused credit on postal franking machines belonging to ***you*** or for which ***you*** are responsible.

Money in transit

means **money**, other than **non-negotiable money**, in transit, whilst in **personal custody** or in a bank night safe until the bank accepts responsibility.

Non-negotiable money

means crossed cheques (other than pre-signed blank cheques), crossed postal orders, crossed money orders, crossed bankers drafts, Prize Bonds, vouchers in respect of credit and debit card sales, Value Added Tax purchase vouchers and unused credit on postal franking machines.

Other money

means **money** other than **non-negotiable money**.

Permanent total disablement

means permanent, total and absolute disablement (other than by **loss of limb(s)** or **loss of sight** or **loss of hearing** or **loss of speech**) from engaging in their usual profession, trade, business or occupation for which they are suited by knowledge, training and experience which shall have lasted for 104 weeks and which in all probability will last for the remainder of life.

Personal custody

means within the immediate personal control of **you** or any other responsible person authorised by **you**.

Temporary partial disablement

means disablement from, engaging in or giving attention to at least 50% of their usual profession, trade, business or occupation for which they are suited by knowledge, training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement.

Temporary total disablement

means total disablement from, engaging in or giving attention to their usual profession, trade, business or occupation for which they are suited by knowledge, training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement.

Cover A - Money**What is covered**

Loss of **money** happening during the **period of insurance** anywhere in the **geographical limits** or in the United Kingdom of Great Britain and Northern Ireland.

What is not covered

1. 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.
2. Loss due to deception or false accounting.
3. Loss due to clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques or to the use of counterfeit money.
4. Property more specifically insured.

Limit of liability

The schedule will show the most **we** will pay for any one loss.

Extensions

The cover provided by Cover A is extended to include the following:

What is covered

1. Damage to safes

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**.

2. Damage to personal belongings

Damage to **personal belongings** 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

What is covered

5. Fraud and identity theft

- a. Loss resulting from the fraudulent use of any credit or debit card issued on behalf of the **Insured** ordinarily used in connection with **your** business or authorised activities;

Limit
€1,500 per card in the **period of insurance**.
- b. The reasonable and necessary costs incurred with **our** consent in protecting the interests of the **church committee** following the fraudulent use of the identity of the **church committee** or of any officials of **your** place of worship, trustees or employees of **yours** or **authorised volunteers** by a third party for the purposes of obtaining credit.

Limit
€1,500 in the **period of insurance**.

What is not covered

In respect of a.:

1. loss due to the use of any card where the terms under which it has been issued have not been fully complied with;
2. losses covered by a bank or card issuer;
3. fraudulent use by **you** or any officials of **your** place of worship or **your** trustees.

Conditions

1 Safe keys

It is a **condition precedent to liability** in respect of loss of **money** from locked safes or locked strongrooms that all keys (except those deposited with a bank) and codes of combination locks for safes and strongrooms containing **money** must be held in **personal custody**.

2 Cash escort

It is a **condition precedent to liability** in respect of cash in transit that:

- a. no more than €4,000 is carried by any one responsible adult;
 - b. a professional security firm is used for amounts in excess of €15,000;
- until deposited in a secure area of **your premises** or at the bank.

Cover B - Assault extension

What is covered

We will pay the benefit shown in the scale of benefits below if an **insured person** suffers **bodily injury** whilst engaged in your business or authorised activities as a direct result of robbery or attempted robbery.

What is not covered

Bodily injury sustained by any person:

1. under the age of 16 years; or
2. 80 years of age or older at the start of the **period of insurance**.

Scale of benefits

- | | |
|---|---------------|
| 1. Death | €25,000 |
| 2. Loss of sight, loss of limb(s), loss of speech or loss of hearing | €25,000 |
| 3. Permanent total disablement | €25,000 |
| 4. Temporary total disablement | €150 per week |
| 5. Temporary partial disablement | €50 per week |

Extension

The cover under Cover B is extended to include the following:

What is covered

1. Hospital benefit and Medical expenses

If during the **period of insurance** an **insured person** sustains **bodily injury** whilst engaged in **your** business or authorised activities as a direct result of robbery or attempted robbery, **we** will pay:

- medical expenses** incurred by the **insured person**.
Limit
€5,000 per person.
- hospital benefit if as a result of the **bodily injury** the **insured person** goes into hospital for in-patient treatment.
Limit
€30 a day up to €300.

What is not covered

Special conditions

1. Benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim, other than for **temporary total disablement** or **temporary partial disablement**.
2. Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement** or **temporary partial disablement**.
Once disablement is deemed permanent all weekly benefits will cease.
3. Other than 2 above, one benefit only shall be payable in respect of any one **insured person** in connection with the same accident.
4. Other than periodic payments for **temporary total disablement** or **temporary partial disablement**, **we** will not pay a benefit until the total amount has been ascertained.

5 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 d. 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 e. 'What is not covered', i.e. 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.

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:

1. Members of the clergy, whether on duty or not, in the ***geographical limits*** or whilst temporarily outside the ***geographical limits***.
2. 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*** or whilst temporarily outside the ***geographical limits***.
3. Children aged 3 or over taking part in activities in the ***geographical limits*** or whilst temporarily outside the ***geographical limits***, which are organised by ***you*** and directly supervised by a person or persons authorised by ***you***.
4. Any member of a party travelling with ***your*** knowledge and authority on a tour organised by ***you***.

Loss of hearing

means permanent, total and irrecoverable loss of hearing in one or both ears.

Loss of limb(s)

means:

1. Loss:
 - a. of a foot by permanent physical severance at or above the ankle; or
 - b. of the four fingers at or above the point where the fingers join the palm of the hand; or
2. Permanent, total and irrecoverable loss of use of a complete leg, foot, arm or hand.

Loss of sight

means permanent, total and irrecoverable loss of sight:

1. in both eyes, resulting in the **insured person** being registered with the National Council for the Blind Ireland;
2. in one eye, which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses.

Loss of speech

means permanent, total and irrecoverable loss of the ability to speak.

Medical expenses

means the cost of medical, surgical, optical, dental or other remedial attention, treatment or appliances given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges necessarily incurred in the treatment of the **insured person**.

Paraplegia

means the permanent, total and irrecoverable paralysis of both legs.

Permanent total disablement

means total and absolute disablement (other than by **loss of limb(s)** or **loss of sight** or **loss of hearing** or **loss of speech**) 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.

Quadriplegia

means the permanent, total and irrecoverable paralysis of both arms below the shoulder and both legs.

Temporary partial disablement

means disablement from carrying out at least 50% of the **insured person's** normal church duties, church youth activities or usual occupation for less than 104 weeks in all from the start of the disablement.

Temporary total disablement

means total disablement from carrying out the **insured person's** normal church duties, church youth activities or usual occupation for less than 104 weeks in all from the start of the disablement.

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

1. **Accidental bodily injury** resulting from the following:
 - a. Any criminal act by an **insured person**.
 - b. Suicide or attempted suicide.
 - c. Any psychological or psychiatric condition other than Post Traumatic Stress Disorder.
 - d. The following:
 - 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;
 - Playing in any sport professionally;
 - Service in the armed forces;
 - Football (other than amateur association football), amateur rugby football, gaelic football and hurling.
 - e. Wilful exposure to needless peril (except in an attempt to save human life).
 - f. Travel to a destination to which the Department of Foreign Affairs has advised against all, or all but essential, travel before the journey commences.
2. **Accidental bodily injury** sustained by any person:
 - a. under the age of 3 years; or
 - b. 80 years of age or older at the start of the **period of insurance**.

Limit of liability

The maximum amount **we** will pay in respect of all benefits under this policy in respect of all **insured persons** involved in the same accident, shall not exceed €3,000,000 unless otherwise noted in the schedule.

In the event that the amount of all benefits payable exceeds the maximum limit of liability, **our** liability in respect of each **insured person** shall be proportionately reduced until the total does not exceed that limit.

Extensions

What is covered

1. Medical and other expenses

- a. **Medical expenses** incurred by the **insured person** up to €5,000;
and
- b. **Damage to personal belongings**, 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

€500 any one person.

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** or whilst temporarily outside the **geographical limits**, **we** will pay up to €7,500 for **Medical expenses** incurred. This is in addition to any amount that may be payable under the Medical and other expenses extension above.

What is not covered

What is covered

4. Disappearance

If an *insured person* disappears during the *period of insurance* and:

- a. his or her body is not found within 12 months; and
- b. there is sufficient evidence for *us* to conclude that he or she has sustained an *accidental bodily injury* likely to have caused death;

we shall pay the death benefit shown in the schedule.

If the *insured person* is subsequently found alive, the death benefit must be returned to *us* by the recipient.

5. Exposure

If an *insured person* sustains *accidental bodily injury* during the *period of insurance* as a result of exposure to the elements, *we* will pay you in accordance with the death and disablement benefits shown in the schedule.

6. Paralysis

If an *insured person* suffers paralysis:

- a. solely and directly as a result of a covered *accidental bodily injury*; and
- b. within 24 months of the start of the *accidental bodily injury*;

we will pay the additional amount of:

- i. 20% of the Permanent total disablement benefit shown in the schedule for *quadriplegia*;
- ii. 10% of the Permanent total disablement benefit shown in the schedule for *paraplegia*.

What is not covered

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.

Abuse

means:

1. physical or psychological abuse;
2. the intentional inappropriate administration or non-administration of any drug, medicine or substance;
3. conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind;
4. repeated or continuing threatening, abusive or insulting words or behaviour.

Adverse publicity

means any publicly available statement, report, comment or speculation upon any actual or alleged act, omission, or statement made which may result in damage to the good name, standing or public opinion of the ***Insured***.

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:

1. the ownership, repair and maintenance of ***your*** property and premises;
2. the provision of catering, social, sports, welfare facilities and first aid services for ***employed persons***, church members and visitors;
3. 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***.

Clean-up costs

means the costs incurred by:

1. a government agency or regulatory body; or
2. ***you*** with ***our*** prior written consent where a government agency or regulatory body would have required remediation;

in carrying out any action to curtail, minimise or remediate a ***sudden pollution or contamination incident*** for which ***you*** are legally responsible.

Employed person

means:

1. any ***employee***; or
2. the following while under ***your*** direct control and supervision:
 - a. self-employed persons;
 - b. any person employed by labour only sub-contractors;
 - c. labour masters and persons supplied by them;
 - d. any person supplied to or hired or borrowed by ***you*** or on ***your*** behalf;
 - e. any person undertaking work experience, training, study or exchange schemes.

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.

Hirer

means anyone hiring **your** premises for occasional private social events.

Injury

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

Legal costs

means:

1. claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this policy;
 2. the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 3. a. the costs of legal representation at:
 - i. proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this policy;
 - ii. any appeal against conviction in proceedings in i. above provided that in the opinion of counsel appointed by mutual consent such appeal is more likely to succeed than not;
 - b. 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 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**):

1. on whose behalf **you** are undertaking work (excluding the sale or supply of **products**);
 2. whose premises are occupied or used by **you**;
- 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.

Sudden pollution or contamination incident

means ***pollution or contamination*** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in the ***geographical limits*** during the ***period of insurance***.

You/your/yours

means the Insured named in the schedule.

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

1. ***your*** personal representatives in respect of legal liability incurred by ***you***;
2. any:
 - a. ***authorised clergy*** or ***church committee*** member of ***yours***;
 - b. ***principal*** provided that the ***principal***:
 - i. is not entitled to indemnity under any other insurance;
 - ii. shall, as though they were ***you***, observe, fulfil and be subject to all the terms conditions and exclusions of this policy as far as they can apply;in respect of liability for which ***you*** would have been entitled to indemnity, had the claim been made against ***you***;
3. at ***your*** request 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**:

1. within the **geographical limits**;
- or
2. while temporarily outside the **geographical limits**;

in connection with the **business**.

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

1. any **event** shall not exceed the limit of indemnity shown in the schedule;
2. any event which is directly or indirectly caused by, results from or is in connection with an **act of terrorism** is €6,500,000.

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, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man.
2. Any liability arising from:
 - a. The alteration, construction, demolition, maintenance (other than routine maintenance) of the **premises** or work in or on buildings at a height exceeding 10 metres (15 metres for cathedrals) from ground level.
 - b. The use of power driven woodworking machinery, including chain saws, other than portable hand held tools.
 - c. Tree felling or lopping.
 - d. Work involving the use of scaffolding, other than mobile scaffold towers.
 - e. Work involving welding.
3. Any liability arising from the use of inflatable 'bouncy castles' and similar such childrens' amusements where:
 - a. **you** own the item(s); or
 - b. the provider of the item(s) do not have their own insurance covering the item(s).
4.
 - a. Fines or penalties.
 - b. Any compensation awarded by a Court of Criminal Jurisdiction.
5. Any liability directly or indirectly caused by or contributed to by or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel; or

continued

What is covered

What is not covered

- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
where such legal liability is:
 - i. that of a principal; or
 - ii. accepted under agreement and would not have attached in the absence of such agreement.

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 **your authorised clergy** or **church committee** members €750

Any **employed person** €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;

What is not covered

continued

What is covered

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.

3. PR crisis communication

In the event of any incident occurring during the **period of insurance** which results, or could result, in **adverse publicity**, **we** will pay the reasonable costs necessarily incurred for the services of marketing and public relations specialists chosen by **us**, or approved by **us**, to help minimise the risk of damage to **your** reputation or public and market confidence in **your business**.

Provided that:

- a. the incident in **our** opinion could result in a claim under this section of the policy;
- b. **you** take all reasonable measures to avoid or mitigate **adverse publicity**.

The most **we** will pay under this extension is €30,000 for all incidents occurring during the **period of insurance**.

What is not covered

We will not provide any indemnity for **adverse publicity** that results from:

1. an intentional or malicious act by any trustee of **yours**;
2. any actual or alleged physical abuse, sexual harassment or sexual molestation.

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:

1. Accidental **injury** of any person;
2. Accidental **damage** to **property**;
3. 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:

1. any one **event** shall not exceed the limit of indemnity shown in the schedule;
2. all **events** happening during the **period of insurance** caused by **products** shall not exceed the limit of indemnity shown in the schedule;
3. all **events** arising from **pollution or contamination** which **we** deem to have occurred during the **period of insurance** shall not exceed the limit of indemnity shown in the schedule;
4. any one **event** which is directly or indirectly caused by, results from, or is in connection with an **act of terrorism** is €6,500,000.

continued

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 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
 - a. **you** have complied with any legal obligations to manage **asbestos**; and
 - b. any discovery of **asbestos** by **you** is unintentional and accidental; and
 - c. where, upon discovery of **asbestos**, all work immediately stops; and
 - d. 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.
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.

continued

What is covered

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

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;
 - iii. the first €200 of any **damage** other than caused by fire or explosion.
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**.
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.

continued

What is covered

What is not covered

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, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man.
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.
13. Any liability connected with any error or omission in the provision of **pastoral care services**.
14. Any liability connected with any error or omission in the provision of professional counselling services.

continued

What is covered

What is not covered

15. Any liability arising from ownership, possession or use by **you** or on **your** behalf of:
 - a. Any mechanically propelled vehicle.
However, this exclusion does not apply to **your** legal liability in respect of:
 - i. the use of plant as a tool of trade on site;
 - ii. the use of plant at **your** premises;
 - iii. the loading or unloading of any vehicle;
 - iv. the movement of any vehicle, not belonging to **you**, which is interfering with the execution of the **business**;
except where cover is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation; or
 - 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:
 - a. The alteration, construction, demolition, maintenance (other than routine maintenance) of the **premises** or work in or on buildings at a height exceeding 10 metres (15 metres for cathedrals) from ground level.
 - b. The use of power driven woodworking machinery, including chain saws, other than portable hand held tools.
 - c. Tree felling or lopping.
 - d. Work involving the use of scaffolding other than mobile scaffold towers.
 - e. Work involving welding.
17. Any liability arising from the use of inflatable 'bouncy castles' and similar such childrens' amusements where:
 - a. **you** own the item(s); or
 - b. the provider of the item(s) do not have their own insurance covering the item(s).
18. Any liability for **bodily injury** arising out of **abuse** except as provided for by the Abuse extension.

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 **your authorised clergy** or **church committee** members €750

Any **employed person** €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 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:

1. **Damage** to such vehicle or any **property** contained or being transported within it.
2. **Injury** or **damage** arising while the vehicle is being driven by **you**.
3. Circumstances where **you** are entitled to indemnity under any other insurance.
4. **Injury** or **damage** arising outside of the:
 - a. **geographical limits**;
 - b. United kingdom of Great Britain and Northern Ireland.

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

Definition specific to this extension

Data protection legislation

means Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the Data Protection Act 2018 (the "DPA") or any subsequent legislation which specifically replaces GDPR or the DPA.

We will indemnify **you** against **your**:

- a. legal liability to pay damages and **legal costs** for material and non-material damage;
 - b. defence costs and prosecution costs awarded against **you**;
- resulting from any breach or alleged breach of **data protection legislation** happening during the **period of insurance** arising out of the conduct of **your business**.

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance, and in the event that a claim is first made against **you** in the **period of insurance** in respect of **data protection legislation**, then the indemnity provided by this extension is extended to indemnify **you** provided that **we** shall not be liable for:

- i. claims not insured by this extension;
- ii. any claim or notice notified later than twenty-eight days after receipt of such claim or notice.

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

- a. shall not exceed €1,000,000 any one claim and in the aggregate any one **period of insurance**;
- b. shall not exceed €100,000 any one claim and in the aggregate any one **period of insurance**.

What is not covered

We will not provide any indemnity in respect of:

1. the payment of fines, penalties, punitive or exemplary damages;
2. the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data;
3. liability arising from or caused by a deliberate or intentional act or omission by **you**;
4. liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **you** at the inception of this extension;
5. legal liability where indemnity is provided by any other insurance.

What is covered

5. Indemnity to private hirers

At **your** request, **we** will cover any **hirer** for:

- a. their legal liability for damages; and
- b. **legal costs**;

arising solely from their hire of **your premises** during the **period of insurance**.

Limit

The most **we** will pay under this extension, including for **legal costs** is:

- i. €6,500,000 any one **event**;
- ii. €6,500,000 for all **events** in the **period of insurance** in respect of **products**.

6. 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:

- a. the publication or utterance by **you** or on **your** behalf of a libel or slander;
- b. 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 €400,000 in the **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**.

What is not covered

We will not cover:

1. any amount for which the **hirer** is entitled to indemnity under any other insurance;
2. liability arising from the use of bouncy castles or other inflatables, fly walls, bungee equipment or any similar activity equipment;
3. liability arising from bonfires and fireworks;
4. liability for **bodily injury** or **damage** suffered by any participant in a sporting activity caused by another participant; or
5. liability arising solely under the terms of any contract or agreement.

We will not provide any indemnity in respect of:

1. Liability where indemnity is provided by any other insurance.
2. Liability assumed by agreement unless liability would have attached without such agreement.
3. The consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim.
4. Criminal or intentional libel, slander or infringement.
5. Any damages, costs or expenses brought about by the personal spite or ill will of **you** towards a claimant.
6. 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.
7. Any legal actions in a court of law outside the **geographical limits**.

What is covered

7. Overseas personal liability

We will indemnify **you** and **your** family 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 €6,500,000 (or the Public and products liability limit of indemnity if lower).

8. 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 in the **period of insurance**.

What is not covered

We will not provide any indemnity for any liability:

1. Which attaches solely because of a contract.
2. Arising out of the ownership or occupation of land or buildings.
3. Where indemnity is provided by any other insurance.
4. 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**.

What is covered

9. Clean-up costs

If there is a **sudden pollution or contamination incident**, **we** will cover **you** for:

- a. **clean-up costs** arising solely under a statutory provision that operates in any part of the **geographical limits**;
- b. **legal costs** incurred with **our** prior written consent in relation to **clean-up costs** covered under a. above; and
- c. **legal costs** incurred with **our** prior written consent in any appeal against a statutory notice served or to be served upon **you** by any enforcing authority for an enforcement action in relation to **clean-up costs** covered under a. above.

Cover under this extension is given on the basis that:

- i. all **pollution or contamination** which arises from one **sudden pollution or contamination incident** will be deemed to have occurred at the time the incident takes place; and
- ii. all costs covered under this extension will be included within the limit of indemnity for all incidents during the **period of insurance** in respect of **pollution or contamination**.

The Pollution or contamination exclusion 11. does not apply to this extension.

Limit

The most **we** will pay in total for all **clean-up costs** and **legal costs** in relation to all incidents during the **period of insurance** is €2,000,000.

What is not covered

We will not cover costs (including **clean-up costs**):

1. incurred to achieve any improvement, betterment or alteration in any original property;
2. for remedial action carried out or in relation to property which at the time of the **sudden pollution or contamination incident** giving rise to such legal liability is owned by or held in trust by **you** or in **your** custody or control;
3. incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat;
4. arising out of a genetically modified organism;
5. comprising the first 10% of **clean-up costs** and **legal costs** arising out of any one **sudden pollution or contamination incident** subject to a minimum contribution by **you** of €4,000 and a maximum contribution of €40,000;
6. arising solely from **your** liability under legislation operating in any part of the Republic of Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the European Communities (Environmental Liability) Regulations 2008.

What is covered

10. PR crisis communication

In the event of any incident occurring during the **period of insurance** which results, or could result, in **adverse publicity**, **we** will pay the reasonable costs necessarily incurred for the services of marketing and public relations specialists chosen by **us**, or approved by **us**, to help minimise the risk of damage to **your** reputation or public and market confidence in **your business**.

Provided that:

- a. the incident in **our** opinion could result in a claim under this section of the policy;
- b. **you** take all reasonable measures to avoid or mitigate **adverse publicity**.

The most **we** will pay under this extension is €30,000 for all incidents occurring during the **period of insurance**.

11. Legionellosis liability

The insurance by this extension is on a 'claims made' basis, which means it covers claims made against you – and notified to us – during the period of insurance. It is therefore most important that as soon as you become aware of any claim being made against you or any circumstances that may give rise to a claim, you notify us in writing.

Definition specific to this extension

Retroactive date

means the date of first inception of this extension.

The insurance provided by this extension is on a claims made basis inclusive of **legal costs** and subject to:

- a. cover being operative solely in respect of the **premises** defined in the schedule;
- b. the **retroactive date**.

We will indemnify **you** against **your** legal liability to pay damages and **legal costs** in respect of accidental **bodily injury** caused by Legionellosis arising out of the **business**.

What is not covered

We will not provide any indemnity for **adverse publicity** that results from:

1. an intentional or malicious act by any trustee of **yours**;
2. any actual or alleged physical abuse, sexual harassment or sexual molestation.

The indemnity will not apply to legal liability:

1. arising out of or in connection with any product supplied by **you** or contract work executed by **you**;
2. arising from or in connection with any advice, design or specification provided by **you**;
3. in respect of Legionellosis which commenced prior to the **retroactive date**.

What is covered

Provided that this indemnity only applies to:

- i. any claim which is first made in writing to **you** during the **period of insurance**;
- ii. any incident which has caused or alleged to have caused **bodily injury** or can be reasonably expected to give rise to a claim;

and which is notified to **us** within the **period of insurance** or within 30 days of its expiry.

Limit of indemnity

The most **we** will pay in respect of any one claim and in the aggregate for all claims inclusive of **legal costs** in any one period of insurance is €1,000,000.

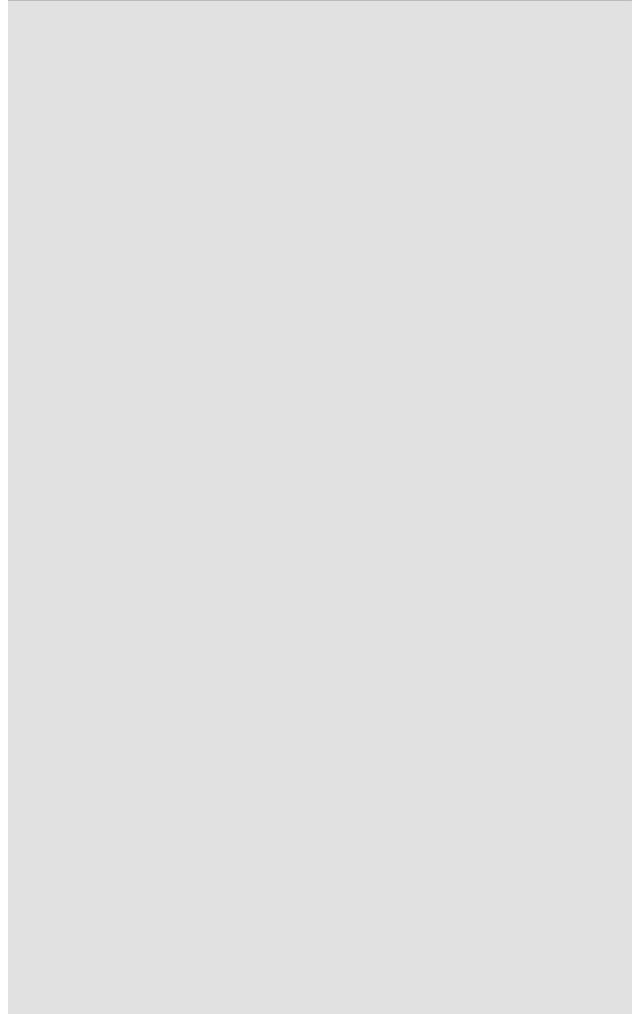
All claims arising out of the same isolated, repeated or continuing incidence of Legionellosis shall be deemed to be made in the **period of insurance** when:

1. the first claim was first made in writing to **you** and notified to **us**;
2. the first notification of the incident was first made to **us**.

Special Provision

It is a requirement of this extension to cover that **you** adhere to the Health Protection Surveillance Centre's National Guidelines for the Control of Legionellosis in Ireland, 2009.

What is not covered



What is covered

12. Reimbursement of additional motor costs for officials and authorised volunteers

In the event of any accident involving the use of a private car belonging to one of ***your church officials, authorised volunteers*** or ***employees*** whilst being used for ***your business***, ***we*** will, at ***your*** request, cover such person for:

- a. The monetary value of the excess imposed by their motor insurer at the time of the claim in relation to such accident.

Limit

€250 per person in the ***period of insurance***.

- b. The monetary value of:
 - i. the no claims bonus or discount that they have forfeited; or
 - ii. the increase in premium imposed by their motor insurer;
 in their first period of insurance after the accident and which has been forfeited or imposed solely as result of such accident.

Limit

€250 per person in the ***period of insurance***.

This indemnity is subject to ***us*** receiving written proof that such excess or change in premium has been imposed.

For the purpose of this extension the Vehicles exclusion 15. does not apply.

What is not covered

What is covered

13. Abuse

This extension is not automatic and the schedule will show if it is in force

The insurance by this extension is on a 'claims made' basis, which means it covers claims made against you – and notified to us – during the period of insurance. It is therefore most important that as soon as you become aware of any claim being made against you or any circumstances that may give rise to a claim, you notify us in writing.

Definition specific to this extension

Retroactive date

means the retroactive date for this extension which is shown on the schedule. If no retroactive date is shown on the schedule this shall be the date of first inception of this extension.

We will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of any claim:

- a. first made against **you** during the **period of insurance**; and
- b. notified to us during, or within thirty days after, the expiry of the same **period of insurance**;

in respect of accidental **bodily injury** of any person arising out of **abuse** caused in connection with the **business**.

The total amount **we** will pay for all damages and **legal costs** during any one **period of insurance** shall not exceed the limit of indemnity for **abuse** shown in the schedule, irrespective of the number of claimants or the number of parties and/or entities entitled to indemnity.

The period over which **abuse** or all instances of **abuse** of a series that are causally connected and arise out of an isolated, repeated or continuing incidence of **abuse** shall be deemed to have occurred on the date of the first instance of the **abuse**.

What is not covered

We will not provide any indemnity in respect of:

1. any claim made against **you** by reason of any act committed or alleged to have been committed, prior to the **retroactive date**.
2.
 - a. any claim for which indemnity is provided under any other insurance; or
 - b. any claim which has been made or circumstance of which notice has been given under any other insurance; or
 - c. the consequences of any circumstances known by **you** at the commencement of this cover which may give rise to a claim.

Prosecution defence costs

What is covered

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

1. legal costs and expenses incurred with **our** written consent;
2. 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:
 - a. the Safety, Health and Welfare at Work Act 2005;
 - b. the Sale of Goods and Supply of Services Act 1980;
 - c. the Defective Products Act 1991;
 - d. 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:

1. where indemnity is provided by any other insurance;
2. 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;
3. in respect of fines or penalties of any kind;
4. 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;
5. where the proceedings have resulted from any deliberate act or omission by:
 - a. **you** or any **authorised clergy, church committee** member or churchwarden of **yours**;
 - b. 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.

Liability section cyber exclusion (Other than the extension for Libel and slander)

No indemnity will be provided in respect of any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion will not apply to legal liability to pay damages and **legal costs** resulting from:

1. **bodily injury** to an employed person insured under the Employers' liability cover;
2. liability caused by or arising out of a **cyber act** or a **cyber incident** that results in **bodily injury** to third parties or physical damage to third party **property**;
3. liability arising under the Data protection extension.

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data** is not covered and is not considered as physical loss or damage for the purposes of this exclusion.

7 Trustees' indemnity

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

Guidance note (not forming part of the policy)

Cover under this section is on a 'claims made' basis, which means it covers claims made against you and notified to us during the period of insurance. It is therefore important that as soon as you become aware of any claim being made against you, or anything that might result in a claim, you notify us.

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.

Employee

means anyone employed by **you** under a contract of service or apprenticeship or any **authorised volunteer** directly engaged by **you** to carry out at any time:

1. any duty concerning the **church committee** on **your** behalf; or
2. any other managerial or supervisory duty concerning the **church committee**; or
3. any other work wholly or mainly for the charitable purposes of the **church committee**.

Insured person

means:

1. anyone who is at any time a trustee, director, officer or member of the **church committee**;
2. any **employee** when acting on behalf of 1. above;
3. the lawful spouse (or any person with a similar status in law) of 1. and 2. above if **your** legal liability is transferred to them;
4. the estate, heirs, legal representatives or assigns of 1. 2. and 3. above who has died, but only in respect of personal indemnity to which **you** are entitled under this section;

but this does not include a trust, corporation or the receiver, administrator, administrative receiver, liquidator or external auditor of 1. 2. 3. and 4. above.

Investigation costs

means legal costs, charges and expenses reasonably incurred in obtaining advice and representation concerning any proceedings which are initiated during the **period of insurance** by any official body or institution that is legally empowered to investigate or examine the affairs of the **church committee**.

Loss(es)

means:

1. damages and costs which the **insured person** or **church committee** is legally liable to pay; and
2. legal costs, charges and expenses reasonably incurred in defending or appealing a claim described in 1. above or other legal proceedings covered under this section.

Outside trustee

means any **insured person** acting in the capacity of a trustee formally appointed on the written authority and request of the **church committee** to the board or equivalent position in any voluntary not-for-profit entity, other than:

1. the **church committee**;
2. any entity:
 - a. having its securities listed or traded on any exchange in the United States of America; or
 - b. possessing any tangible or intangible asset located within the United States of America.

Pollution defence costs

means legal costs, charges and expenses reasonably incurred to obtain advice and representation in the defence of any criminal proceedings which are initiated during the **period of insurance** in respect of any actual, alleged or threatened seepage, pollution or contamination.

Wrongful act(s)

means any actual or alleged act, error or omission which is wrongfully committed or attempted by:

1. anyone in paragraph 1. or 2. of the definition of **insured person**; or
2. the **church committee**;

when carrying out their or its duties on or after any 'Wrongful act date' stated in the schedule.

You/Your/Yours

means anyone who is entitled to make a claim for indemnity under this section.

What is covered

1. Trustee liability

We will cover an **insured person** for **loss** arising from a claim first made against them and notified to **us** during the **period of insurance**, which results directly from a **wrongful act**.

2. Reimbursement

We will cover the **church committee** for **loss** which it is required or permitted by law to pay to, or on behalf of, an **insured person** arising from a claim first made against the **insured person** and notified to **us** during the **period of insurance**, which results directly from a **wrongful act**.

3. Church committee liability

We will cover the **church committee** for **loss** arising from a claim first made against it and notified to **us** during the **period of insurance**, which results directly from the **church committee's wrongful act**.

What is not covered – Covers 1, 2 & 3

We do not cover:

1. anything for which indemnity is more specifically provided under any other section of, or extension to, this policy.
2. any liability directly arising from the provision of any counselling, advice or professional service.
3. any liability arising from any act of **you**s which is found by way of a final decision of a court or tribunal, or any formal admission by **you** to:
 - a. have gained any profit or advantage to which **you** were not legally entitled;
 - b. have received any remuneration to which **you** were not legally entitled;
 - c. be guilty of dishonesty, fraud or wilful or reckless conduct;
 - d. have not been in the best interests of the **church committee**.
4. any claim arising from circumstances:
 - a. known to **you**, the **church committee** or the **insured person**;
 - b. notified under any other policy which was in force;

prior to the date cover under this section began which might reasonably have been expected to give rise to a claim.
5. bodily injury, mental injury, death, disease or illness to any person.
6. any liability arising from **you** acting in the capacity as trustee or administrator of any pension fund or scheme.
7. any liability arising from any failure to arrange or maintain insurance.
8. any liability arising from any legal action brought within the jurisdiction of the United States of America or Canada.
9. **loss** relating to any claim for unfair or wrongful dismissal or any other employment dispute.

continued

What is covered

What is not covered – Covers 1, 2 & 3

10. any liability:
 - a. arising from any personal guarantee or assurance **you** give to anyone (other than **your** assurance that **you** have authority to do something);
 - b. arising from any agreement that **you** shall pay any penalty or fixed sum of money to anyone;
 - c. assumed by agreement;unless **you** would still be legally liable even if that guarantee, assurance or agreement did not exist.
11.
 - a. fines or penalties;
 - b. liquidated damages;
 - c. any compensation awarded by a court of criminal jurisdiction;
 - d. multiplied, aggravated, exemplary or punitive damages.
12. **damage** to or loss of use of any property.
13. any liability arising out of, or in any way involving or connected with seepage or pollution or contamination of any kind. However, this does not apply to covered **pollution defence costs**.
14. any liability arising from any **wrongful act** subsequent to the effective date of takeover or merger of the **church committee** by or with any other entity.

What is covered

What is not covered – Cover 3 'Church committee liability' only

We do not cover:

1. liability for
 - a. any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto;
 - b. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data** including any amount pertaining to the value of such **data**.
2. any liability arising from the ownership, possession or use by **you**, or on **your** behalf, of any:
 - a. mechanically propelled vehicle; or
 - b. craft designed to travel in, on or through water, air or space.
3. any liability arising from anything manufactured, sold or supplied by, or on behalf of, the **church committee** or **insured person**.
4. any liability arising out of, or in any way involving or connected with **asbestos** or any materials containing **asbestos** in whatever form or quantity.
5. **loss** arising from any actual or alleged breach of any contract or agreement.
6. any liability arising from infringement of any intellectual property rights.

Limit of liability and excess

The most **we** will pay in the **period of insurance** is the amount stated in the schedule as the limit of indemnity.

Unless stated otherwise in the schedule, the limit of indemnity is the most **we** will pay in the **period of insurance** irrespective of the number of claims, claimants or losses.

If a particular **wrongful act** or other event results in more than one claim by **you** under this section, **we** will treat all the claims concerned as if they were a single claim made at the time of the earliest of the corresponding:

1. claims made against **you** which result in **loss**; or
2. proceedings brought against **you** which result in **investigation costs** or **pollution defence costs**; or
3. losses (other than **loss**, **investigation costs** or **pollution defence costs**) which **you** discover **you** have suffered.

We will deduct the **excess** shown in the schedule from the total **we** pay **you**.

Extensions

Unless specifically stated otherwise all limits are included within and not in addition to the Limit of liability for this section.

Each of the following is subject to the terms of this policy.

What is covered

1. Extended reporting period

If **we** or **you** cancel or **we** refuse to offer renewal of this section of the policy and **you** do not replace the cover by any other similar policy with another insurer, then **you** shall be entitled to an extension of the expiring period of cover provided by this section of:

- a. 30 days; or
- b. 12 months for an additional premium of 50% of the latest annual premium;

in respect of claims made after the effective date of such cancellation or refusal to renew.

Provided that:

1. written notice is given to **us** within 15 days of the cancellation date or non-renewal of this section;
2. payment is made to **us** within 30 days of the cancellation date;
3. the claim arises from a **wrongful act** prior to the date of cancellation or refusal to renew.

The offer by **us** of terms, conditions or limits of indemnity that differ from those of the expiring period of insurance shall not constitute a refusal to renew.

This extension does not apply in the event that the policy is cancelled for non-payment of premium.

What is not covered

What is covered

2. Retired trustees

If **you** do not renew this section of the policy, cover will remain in force for a period of 120 months for the benefit of any **insured person** who retired or resigned before the date of non-renewal.

We will only give this cover provided that the period will run at the same time as any Extended reporting period.

3. Outside boards

The cover under this section extends to any **wrongful act** committed by an **insured person** in the capacity as an **outside trustee**. However, **we** shall only pay any **loss** in excess of the combined total of all other potentially applicable cover whether or not it actually responds to the **loss**.

Limit

Up to the limit of liability.

4. Emergency costs and expenses

If **you** are unable to contact **us** to obtain consent to authorise costs and expenses following a claim, **we** agree to reimburse **you** for emergency costs and expenses that would otherwise be covered.

Limit

Up to 10% of the limit of liability.

5. Investigation costs

We will cover the **insured person** or **church committee** for **investigation costs**.

Limit

Up to the limit of liability.

6. Pollution defence costs

We will cover:

- a. an **insured person**; or
 - b. the **church committee**;
- for **pollution defence costs** resulting from their or its **wrongful act**.

Limit

The most **we** will pay in the **period of insurance** is €250,000.

What is not covered

1. Indemnity provided by any other insurance.
2. Claims arising from any **wrongful act** after the date of retirement or resignation of the **insured person**.

What is covered

7. Compensation for court attendance

If **we** request any **insured person** attend any court, arbitration, adjudication, mediation or other hearing as a witness in connection with a claim under this section of the policy, **we** will provide **you** with the following rate of compensation for each day on which attendance is required.

Limit
€750

8. PR crisis communication

Definitions specific to this extension

Abuse

means:

1. physical or psychological abuse;
2. the intentional inappropriate administration or non-administration of any drug, medicine or substance;
3. conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind;
4. repeated or continuing threatening, abusive or insulting words or behaviour.

Adverse publicity

means any publicly available statement, report, comment or speculation upon any actual or alleged act, omission or statement made which may result in damage to the good name, standing or public opinion of the **insured**.

In the event of any incident occurring during the **period of insurance** which results, or could result, in **adverse publicity**, **we** will pay the reasonable costs necessarily incurred for the services of marketing and public relations specialists chosen by **us** or approved by **us** to help minimise the risk of damage to **your** reputation or public and market confidence in **your business**.

Provided that:

- a. the incident is notified to **us** during the **period of insurance** and in **our** opinion could result in a claim under this section of the policy;
- b. **you** take all reasonable measures to avoid or mitigate **adverse publicity**.

continued

What is not covered

We will not provide any indemnity for **adverse publicity** that results from:

1. an intentional or malicious act by any trustee, director or partner of **yours**;
2. any actual or alleged **abuse**.

What is covered

Limit

The maximum amount **we** will pay is €30,000 for all incidents occurring during the **period of insurance**.

What is not covered

Conditions

1. Notification of claims

It is a condition that **you**:

- a. give **us** notice of every:
 - i. situation **you** become aware of during the **period of insurance** which might reasonably result in any claim under this section;
 - ii. **loss you** discover or claim made against **you** during the **period of insurance** for which there may be cover under this section;
 as soon as reasonably possible.
 If anything **you** notify under a. i. does result in a claim under this section, that claim will be treated as having resulted from a claim made, or legal proceedings initiated against **you**, within the **period of insurance**;
- b. send **us** immediately and unanswered every letter, claim, form, summons or similar document concerning **your** claim which **you** receive;
- c. give **us** as soon as possible all the information, documents and assistance **we** need to deal with everything **you** notify under a. i. and **your** claim;
- d. do not make any admission of liability or any offer, promise or payment of indemnity to anyone without **our** consent.

2. Conduct and settlement of claims

- a. **You** do not have to carry on any legal proceedings or settle any claim unless counsel (whose appointment is agreed by **you** and **us**) considers that this is in **your** best interests.
- b. **We** may at any time pay to **you** the relevant limit of indemnity, less any amount already paid or incurred, or any lesser amount for which at **our** discretion any claim or claims can be settled.
We will then have no further liability for, or control of, the claim.
- c. **We** will advance legal costs, charges and expenses incurred with **our** prior written consent. However, if it is finally established that **you** are not entitled to any such payments, **you** must repay them to **us**.
- d. If more than one **excess** applies, **we** will only deduct the largest **excess** from the total **we** pay **you**.
 If, upon conclusion of all legal proceedings (including all appeal proceedings) relating to **your** claim, **you** are neither found to have any legal liability to pay any damages to anyone nor convicted of any offence, **we** will not deduct any **excess** from what **we** pay **you** for that claim.

3. Personal cover

We will treat:

- a. the application for this insurance as a separate application for cover by each of **you**;
 - b. each claim made against **you** and each loss suffered by **you** as personal to **you**;
 - c. each claim **you** make for indemnity as personal to **you**;
- and the right of each of **you** to indemnity is not affected by the situation or conduct of anyone else.

8 Professional indemnity

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

Guidance note (not forming part of the policy)

Cover is on a 'claims made' basis, which means it covers claims made against you and notified to us during the period of insurance. It is therefore important that as soon as you become aware of any claim being made against you, or anything that might result in a claim, you notify us.

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.

Abuse

means:

1. physical or psychological abuse;
2. the intentional inappropriate administration or non-administration of any drug, medicine or substance;
3. conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind;
4. repeated or continuing threatening, abusive or insulting words or behaviour.

Asbestos

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

Claim(s)

means any written or oral:

1. demand made of ***you***; or
2. assertion of a right against ***you***.

Defence costs and expenses

means costs and expenses in relation to the defence, investigation or settlement of any ***claim*** which may form the subject of indemnity under this section of the policy incurred with ***our*** prior written consent.

Document

means all records arising from ***your professional services*** kept in printed or written format (other than any bearer bond, coupon, bank or currency note or other negotiable instrument) owned by ***you*** or in ***your*** custody or control.

Employee

means any person who is:

1. under a contract of service or apprenticeship with ***you***;
2. supplied to or hired or borrowed by ***you*** or on ***your*** behalf;
3. undertaking work experience, training, study or exchange schemes;
4. an ***authorised volunteer***;

whilst employed or engaged by ***you*** and under ***your*** control in connection with ***your professional services*** at the time of any conduct giving rise to a ***claim***.

Insured/you/your/yours

means the insured shown in the schedule including:

1. its present and former trustees, principals, partners, officers, directors, members of the management committee or the Select Vestry;
2. the legal representatives, estate or heirs of 1. in the event of the bankruptcy, incapacity or death of those in 1.

We will also indemnify at **your** request:

1. any **employee** or their legal representatives if the **employee** is bankrupt, incapacitated or deceased;
 2. any other person, firm or company directly appointed by **you** and acting on **your** behalf;
- in respect of liability for which **you** would have been entitled to indemnity had the **claim** been made against **you**, provided they observe fulfil and are subject to the terms, conditions and exclusions of this policy.

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.

Professional services

means the professional services performed or the advice given by **you** in relation to **your** business conducted solely in the **geographical limits**.

Retroactive date

means the retroactive date shown in the schedule.

What is covered

Civil liability

We will indemnify **you** against **your** legal liability to pay damages and claimant's costs in respect of civil liability arising from the provision of **professional services** provided that any **claim** is first made against **you** and notified to **us** in writing during the **period of insurance**.

Defence costs and expenses

We will also pay **defence costs and expenses** in connection with any claim accepted by **us**.

What is not covered

No indemnity will be provided:

1. where indemnity is more specifically provided under any other section of, or extension to, this policy.
2. for legal liability arising from a dishonest or fraudulent act or omission:
 - a. in respect of any person committing or condoning such act or omission;
 - b. arising after the discovery of reasonable cause for suspicion of such act or omission.
3. for the consequence of any circumstances:
 - a. known, or ought to be known, to **you**;
 - b. notified under any other policy which was in force;

prior to the date this section of cover became operative which might reasonably have been expected to give rise to a **claim**.
4. in respect of legal liability for:
 - a. bodily injury, mental injury, death, disease or illness to any person;
 - b. any **damage** to or loss of any property; unless arising out of any negligent act, error or omission committed or alleged to have been committed by **you** in the performance of **your professional services** or **pastoral care services**.
5. for any actual or alleged **abuse**.
6. for legal liability arising from any legal action brought within the jurisdiction of the United States of America or Canada.
7. for legal liability arising from:
 - a. any breach of any obligation owed by **you** as an employer to any **employee** or former **employee** or applicant for employment;
 - b. bodily injury, mental injury, death disease or illness of any director, member, principal or **employee** while in the course of their employment with **you**.

continued

What is covered

What is not covered

8. for legal liability directly or indirectly arising out of, resulting from or in consequence of or in any way involving or connected with **asbestos** or any materials containing **asbestos** in whatever form or quantity.
9. for legal liability arising from any performance warranty, guarantee, penalty clause, contractual promise, liquidated damages clause or similar provision, unless liability would have attached without such warranty, guarantee, clause, contractual promise or similar provision.
10. in respect of:
 - a. fines or penalties;
 - b. liquidated damages;
 - c. any compensation awarded by a court of criminal jurisdiction;
 - d. multiplied, aggravated, exemplary or punitive damages.
11. for legal liability arising from any trading losses or trading liabilities incurred by **you** or any business managed by or carried on by or on behalf of **you**.
12. in respect of any **claim** in **your** capacity as a director, officer or trustee in respect of the performance or non-performance of **your** duties as a director, officer or trustee.
13. in respect of any **claim** by:
 - a. any parent or subsidiary company of **yours**; or
 - b. any entity or person exercising a controlling interest over **you** by virtue of having a financial or executive interest in **you**; or
 - c. on behalf of any entity managed by **you** or in which **you** exercise a controlling interest; unless such **claim** emanates from an independent third party.
14. for legal liability arising from **your professional services** carried out prior to the **retroactive date**.

continued

What is covered**What is not covered**

15. for legal liability arising from **your** insolvency or bankruptcy.
16. for:
 - a. any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto;
 - b. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data** including any amount pertaining to the value of such **data**.

Notwithstanding the above, no cover otherwise provided for **claims** arising from civil liability in the provision of **professional services** shall be restricted solely due to the use of a **computer system** or **data**.

17. for legal liability arising from any **professional services** undertaken by **you** or on **your** behalf that involves or is in connection with investment or tax advice.
18. in respect of any liability whatsoever directly or indirectly arising out of, resulting from or in consequence of or in any way involving or connected with seepage or pollution or contamination of any kind.
19. for legal liability arising from any plan, pension or scheme providing benefits to **you** or any **employee**.
20. for legal liability arising from anything manufactured, sold or supplied by **you** or on **your** behalf.

continued

What is covered

What is not covered

21. for legal liability arising from ownership, possession or use by **you**, or on **your** behalf, of any:
 - a. mechanically propelled vehicle;
 - b. craft designed to travel in, on or through water, air or space.

22. Definition specific to this exclusion

Data protection legislation

means the Data Protection Act 2018

in respect of any **claim** for actual or alleged breach of **data protection legislation** by **you** or any other party acting on **your** behalf.

23. for legal liability connected with any error or omission in the provision of professional counselling services.
24. for legal liability connected with any error or omission in the provision of **pastoral care services**.

Limit of liability and excess

Unless otherwise stated the limit of indemnity as shown in the schedule is the maximum amount **we** shall pay in the **period of insurance** irrespective of the number of claims, claimants or losses.

Defence costs and expenses are payable in addition to the limit of indemnity provided that **our** liability for **defence costs and expenses** in relation to any **claim** disposed of for an amount which exceeds the available limit of indemnity shall be limited to the proportion that the available limit of indemnity bears to the amount payable to dispose of such **claim**.

Where **we** are liable to indemnify more than one party, the total amount of indemnity to all parties, including **you**, shall not exceed the limit of indemnity.

All **claims** attributable to the same act, error or omission or series of acts, errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one **claim**.

All such **claims** will be considered first made on the date on which the earliest **claim** is first made.

We will deduct the **excess** shown in the schedule from the total **we** pay **you**.

The **excess** shall:

1. apply once in respect of each **claim**;
2. not apply to **defence costs and expenses**.

Extensions

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Limit of liability and excess paragraph to this cover.

Each of the following is subject to the terms of the policy.

What is covered

1. Compensation for court attendance

If **we** request any of **your** directors, trustees, principals, partners or **employees** attend any court, arbitration, adjudication, mediation or other hearing as a witness in connection with a claim under this section of the policy, **we** will provide **you** with the following rate of compensation for each day on which attendance is required.

Limit
€750

2. Representation costs

We will indemnify **you** in respect of reasonable costs and expenses incurred by **you** for representation at properly constituted hearings, tribunals or proceedings provided that:

- a. such costs and expenses are incurred with **our** prior written consent; and
- b. the subject of the hearing, tribunal or proceeding may become a **claim** under this section of the policy.

Limit
The maximum amount **we** will pay under this extension is €25,000 in the **period of insurance**.

3. Loss of documents

We will indemnify **you** for the reasonable and necessary costs incurred in restoring or replacing any **document** which has been accidentally destroyed, damaged, lost or mislaid during the **period of insurance**, the occurrence of which has been notified to **us** in writing during the **period of insurance**.

Limit
€250,000 in the **period of insurance**.

What is not covered

What is covered

4. PR crisis communication

Definition specific to this extension

Adverse publicity

means any publicly available statement, report, comment or speculation upon any actual or alleged act, omission or statement made which may result in damage to the good name, standing or public opinion of the **insured**.

In the event of any incident occurring during the **period of insurance** which results, or could result, in **adverse publicity**, **we** will pay the reasonable costs necessarily incurred for the services of marketing and public relations specialists chosen by **us** or approved by **us** to help minimise the risk of damage to **your** reputation or public and market confidence in **your** business.

Provided that:

1. the incident is notified to **us** during the **period of insurance** and in **our** opinion could result in a claim under this section of the policy;
2. **you** take all reasonable measures to avoid or mitigate **adverse publicity**.

Limit

The maximum amount **we** will pay is €30,000 for all incidents occurring during the **period of insurance**.

5. Errors and omissions – Independent examination

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 €40,000.

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 for **adverse publicity** that results from an intentional or malicious act by any trustee, director or partner of **yours**.

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

1. The consequences of any circumstances known to the Independent Examiner at the commencement of this cover which may give rise to a claim.
2. Liability arising from a full audit of the accounts by a registered auditor.

What is covered

6. Pastoral care indemnity

Notwithstanding the **pastoral care services** exclusion 24., **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:

- a. Accidental bodily injury, mental injury, death, disease or illness to persons other than any **employees**.
- b. Accidental loss of or **damage** to property not belonging to **you**.
- c. Pecuniary loss other than arising from a. or b. above.

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

- i. €2,600,000 for claims arising under a. or b. above;
- ii. €2,600,000 for claims arising under c. 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**.

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 not covered

No indemnity will be provided for legal liability arising from **your pastoral care services** carried out prior to the **retroactive date**.

Conditions

1. Notification of claims

It is a condition that **you**:

- a. give **us** written notice of every:
 - i. situation **you** become aware of during the **period of insurance** which might reasonably result in any claim under this section;
 - ii. loss **you** discover or **claim** during the **period of insurance** for which there may be cover under this section;

as soon as reasonably possible.

If anything **you** notify under a.i. does result in a claim under this section that claim will be treated as having resulted from a **claim** made, or legal proceedings initiated against **you**, within the **period of insurance**;
- b. send **us** immediately and unanswered every letter, claim, form, summons or similar document concerning **your** claim which **you** receive;
- c. give **us** as soon as possible all the information, documents and assistance **we** need to deal with everything **you** notify under a.i. and **your** claim;
- d. do not make any admission of liability or any offer, promise or payment of indemnity to anyone without **our** consent.

2. Conduct and settlement of claims

- a. **You** shall not have to carry on any legal proceedings or settle any **claim** unless counsel (whom **you** and **we** agree to appoint) considers that this is in **your** best interests.
- b. **We** may at any time pay to **you** the relevant limit of indemnity, less any amount already paid or agreed to pay for settlement, damages, interest and claimant's costs or costs for which **you** are liable or any lesser amount for which at **our** discretion any **claim** or **claims** can be settled.
We will then relinquish control of the **claim** and have no further liability.
- c. **We** will advance **defence costs and expenses** provided that if it is finally established that **you** are not entitled to any such payments, they shall be repaid to **us**.
- d. If more than one **excess** applies, **we** will only deduct the largest **excess** from the total **we** pay **you**.

3. Claims involving dishonest or fraudulent acts

Where a **claim** or circumstance against **you** involves any dishonest or fraudulent act or omission:

- a. **you** shall take all reasonable steps to prevent further loss;
- b. **you** shall at **our** request and expense, and to the extent allowed by law, take all reasonable steps to obtain reimbursement from any person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person;
- c. any monies recovered in b. will be deducted from any claim payment;
- d. any monies of persons described in b. lawfully held by **you** shall not be repaid.

9 Legal expenses

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

Guidance note (not forming part of the policy)

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 the Republic of Ireland may be dealt with by ARAG Offices elsewhere in Europe.

You can phone ARAG at any time for legal advice on any commercial legal problem affecting your business, subject to the laws of the Republic of Ireland, the United Kingdom, the Isle of Man and the Channel Islands.

0818 670 747

*If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, please phone ARAG on **01 670 7470** and ARAG will send you a claim form. ARAG cannot confirm cover for your claim over the phone. Please send your completed claim form or written details of your claim to:*

*Claims Department
ARAG Legal Protection Limited
1 Upper Hatch Street
Dublin 2
D02 PY28
Or e-mail to claims@arag.ie*

Once you have sent ARAG the details of your claim and if ARAG have accepted it, ARAG will start to resolve your legal problem.

Please do not ask for help from a solicitor or accountant before ARAG have agreed. If you do we will not pay the costs involved.

Registered office:

*ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address:
1 Upper Hatch Street, Dublin 2, D02 PY28. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.*

PRIVACY STATEMENT

This is a summary of how ARAG collect, use, share and store personal information. To view ARAG's full privacy statement, please see ARAG's website **www.arag.ie**

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ARAG will hold and process this information in accordance with all relevant data protection regulations and legislation. Should ARAG ask for personal or sensitive information, ARAG undertake that it shall only be used in accordance with ARAG's privacy statement. ARAG may also collect information for other parties such as suppliers ARAG appoint to process the handling of a claim.

Using personal or sensitive information

The reason ARAG collect personal or sensitive information is to fulfil ARAG's contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, ARAG may need to share personal or sensitive information with other organisations. ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details.

Keeping personal information

ARAG shall not keep personal information for any longer than necessary.

Your rights

You have a number of rights in relation to how ARAG hold personal data including; the right to a copy of the personal data ARAG hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when ARAG will not be able to delete personal data, please refer to ARAG's full privacy statement.

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.

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 most **we** will pay in **costs and expenses**, and any compensation awards payable by **us**, for all claims resulting from one or more events arising at the same time or from the same originating cause.

Please refer to the policy schedule for this amount.

The most **we** will pay for the total of all compensation awards in respect of employment disputes in any one **period of insurance** shall not exceed the aggregate limit as shown in the policy schedule.

This aggregate limit will form part of and not be in addition to the **limit of indemnity**.

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 United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other **insured events**

The Republic of Ireland.

We/us/our

means ARAG Legal Protection 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 Personal Injuries Assessment Board.ie (PIAB).

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.
- (13) Any allegation against the **insured person** involving assault, violence or defamation.

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 Personal Injuries Assessment Board.ie (PIAB).

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 PIAB.

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 pay **costs and expenses**
 - (a) to defend **your** legal rights following civil action taken against **you** for compensation under data protection legislation when handling personal data in **your** capacity as a data controller and/or a data processor by
 1. an individual.
We will also pay any compensation award up to the **Limit of Indemnity** in respect of such a claim.
 2. a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor.
We will not pay any compensation award in respect of such a claim.

Provided that in respect of (a) 1.

any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**.

continued

What is not covered

- (i) Any claim which leads to **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 **you**.

In respect of (4)

- (i) the cost of fines imposed by the Data Protection Commissioner or any other regulatory and/or criminal body;
- (ii) any claims relating to the loss, alteration, corruption or distortion of, or damage to stored personal data and claims relating to a reduction in the functionality, availability or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism.

continued

What is covered

- (b) to represent the business in appealing against the refusal of the Data Protection Commissioner to register the business' 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.

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 defend the **insured person's** (other than **your**) legal rights if civil action is taken against the **insured person** for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor by
 - 1. an individual.

We will also pay any compensation award up to the **Limit of Indemnity** in respect of such a claim.

continued

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**.

In respect of (4)

- (i) the cost of fines imposed by the Data Protection Commissioner or any other regulatory and/or criminal body;
- (ii) any claims relating to the loss, alteration, corruption or distortion of, or damage to stored personal data and claims relating to a reduction in the functionality, availability or operation of stored

continued

What is covered

2. a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor.

We will not pay any compensation award in respect of such a claim.

Provided that in respect of (4) 1.

any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**.

- (5) **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.

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 Workplace Relations Adjudicator 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

personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism.

- (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

Where **ARAG** have accepted a claim under **Cover 1 Employment disputes**, **we** will pay up to the **limit of indemnity** for any employment financial compensatory award otherwise payable by **you**.

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 Workplace Relations Adjudicator or tribunal under a judgement made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.

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

Any claim:

- (i) arising from a tax avoidance scheme;
- (ii) caused by **your** failure to register for Value Added Tax;
- (iii) 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 (excluding VAT);
- (2) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed €300 (excluding VAT);
- (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 (excluding VAT);
- (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.

10 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.

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***.

Official(s)

means any employee, ***authorised volunteer*** or member of clergy who is empowered by ***you*** to have responsibility for ***your*** money.

One claim

means all acts of ***theft***, during the periods of insurance which this section (and any substituted section or policy) shall remain in force, committed by an individual ***official*** or by ***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 for which ***you*** are responsible caused by any act of ***theft*** committed during the ***period of insurance*** by any ***official*** normally resident within the ***geographical limits***.

We will also provide cover for such losses discovered within 24 months of the termination of this insurance, provided the loss is not covered by any other insurance.

What is not covered

1. Loss of interest, loss of profit or consequential loss of any kind.
2. Loss arising from any act of an ***official*** after the discovery of a prior act of ***theft*** committed by the same ***official***.
3. Loss caused by any act of an ***official*** committed before the commencement date of this insurance. This does not apply to losses covered under the 'Previous insurance' extension.

Limit of liability

The most ***we*** will pay for ***one claim*** is the limit of liability shown in the schedule, regardless of the number of periods of insurance over which the loss occurs.

Extensions

Unless specifically stated otherwise all limits are included within and not in addition to the limit of liability for this section.

The cover under this section is extended to include the following:

1. Auditors' fees

Following a covered loss of money, **we** will also pay for the reasonable and necessary auditors' fees incurred with **our** written consent solely to substantiate the amount of the claim.

Limit

€15,000 any one claim.

2. Previous insurance

If this insurance replaces a policy entered into by **you** to cover theft by employees or officials, **we** will cover **you** under this section for any loss:

- a. discovered during the **period of insurance**;
- b. committed during the period of the prior policy; and
- c. which is not covered under the prior policy solely because the discovery period under that policy has expired.

We will only provide this cover if:

- i. cover for theft by employees or officials has been in place without a break in cover between the loss and the start of this policy; and
- ii. the loss would have been covered under this section if it was in force at the time.

The most **we** will pay under this extension is the lower of the limit of liability under the policy in force at the time of the loss or €15,000 any one claim. If **one claim** continues over the period of insurance of more than one policy, **we** will only pay one limit for that **one claim**.

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 **theft** committed by any **official**.
- b. Reasonable cause for suspicion of **theft** committed by any **official** which comes to **your** knowledge or to the knowledge of any person to whom **you** entrust the supervision of audit.

We will not pay the amount by which any loss is increased by **your** failure to comply with this condition.

2. Deduction from loss

Any money of the **official** held by **you** upon discovery of any loss and any money which but for the **official's** theft would have been due to the **official** from **you**, shall be deducted from the amount of the loss before a claim is made under this insurance.

3. Recoveries

Any recoveries which are made by **you** less any costs incurred in recovery 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 in respect of the amount of 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.

4. Loss prevention

It is a **condition precedent to liability** that **you**:

- a. use diligence in the selection of **officials**;
- b. on discovery of a **theft** or circumstances which could give rise to a claim under this section, shall immediately take all steps to prevent loss or further loss; and
- c. upon the termination of service of any **official**, take all reasonable security precautions to prevent **theft** by that **official** including:
 - i. changing all alarm and security codes and passwords that the **official** had access to;
 - ii. deleting or invalidating any access codes and passwords known to, or accessible by, the **official**; and
 - iii. retrieving any keys from the possession of the **official**.

5. Audit

It is a **condition precedent to liability** that **your** accounts are examined by external auditors every 12 months as required by any regulator.

All recommendations or alternatives acceptable to the auditors must be implemented without unreasonable delay.

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

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

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

Or visit us at

www.ecclesiastical.ie

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