

Arts and Culture Insurance Ireland

SUMMARY OF COVER



www.ecclesiastical.ie



What is a policy summary?

This document provides key information about the Arts and Culture insurance policy. Please note that this policy summary does not contain the full terms and conditions of this contract. These can be found in the Arts and Culture insurance Ireland policy wording which is available on our website. If you have any questions please contact your insurance broker.

The sections you have chosen to insure and the applicable sums insured are shown on your policy schedule.

Policy name

Arts and Culture insurance Ireland

Underwritten by

Ecclesiastical Insurance Office plc. Helplines and legal expenses provided in partnership with ARAG Legal Protection Limited (ARAG).

Duration of your policy

Generally 12 months from the start date shown on your policy schedule, full details will be shown in your policy schedule.

Renewal of your policy

We will send you notice that your policy is approaching renewal before it is due. Your requirements may change over time, so you may benefit from reviewing the value, cover and level of service provided by your policy.

Key benefits include

We can provide a broad range of cover within one tailored policy with options to include the following:

Property Damage	<ul style="list-style-type: none"> ▪ 'All Risks' cover for <ul style="list-style-type: none"> ▪ buildings with subsidence cover included as standard ▪ contents, personal possessions; including the possessions of employees and visitors ▪ We also provide extensions for <ul style="list-style-type: none"> ▪ loss avoidance and loss prevention ▪ seasonal stock increase ▪ bequeathed property ▪ architectural salvage ▪ environmentally friendly rebuilding ▪ fly tipping
Fine Art	<ul style="list-style-type: none"> ▪ Art and antiques including exhibits which can be insured on the basis of your valuations
Business Interruption	<ul style="list-style-type: none"> ▪ 'All Risks' cover ▪ We also provide extensions for <ul style="list-style-type: none"> ▪ loss of attraction ▪ ticketing suppliers ▪ storage sites ▪ external exhibitions
Equipment breakdown	<ul style="list-style-type: none"> ▪ Insurance for a range of equipment including safety curtains, sound and lighting systems, lifts, boilers and air conditioning systems <ul style="list-style-type: none"> ▪ up to €7,500,000 any one period of insurance for all claims ▪ up to €650,000 any one accident for computer equipment at your premises ▪ up to €6,500 for any one accident to portable computer equipment anywhere in the world
Personal accident	<ul style="list-style-type: none"> ▪ Cover for your permanent employees <ul style="list-style-type: none"> ▪ Includes Disappearance and Exposure ▪ Option to include volunteers ▪ Option to include Permanent partial disablement
Loss of registration/licence	<ul style="list-style-type: none"> ▪ Covers your loss of revenue or the depreciation of your financial interest in the premises following the withdrawal of the certificate or licence including <ul style="list-style-type: none"> ▪ Wedding licence ▪ Premises licence ▪ Care registration

Key benefits continued

Public liability	<ul style="list-style-type: none"> ▪ Standard limit of €6,500,000 and a range of extensions as standard for <ul style="list-style-type: none"> ▪ personal liability extension (beyond that in connection with the business) covering resident staff and residents ▪ overseas personal liability extension covering employees and volunteers ▪ additional clean-up costs extension up to €1,000,000 any one period of insurance, for remediation of accidental pollution and contamination which you are ordered to make by a regulatory authority
Employers liability	<ul style="list-style-type: none"> ▪ Standard limit of €13,000,000
Hirers' liability	<ul style="list-style-type: none"> ▪ Providing protection to third party hirers who hire out your premises
Professional indemnity, Directors' and officers' liability, Trustees' and management liability, Fidelity and Legal expenses	<ul style="list-style-type: none"> ▪ Wrongful acts and errors, under Professional indemnity, Directors' and officers' liability, and Trustees' and management liability sections ▪ Legal expenses cover for a range of legal issues specified in the policy up to the limit of indemnity stated in the schedule for legal costs and expenses including solicitors' and barristers' fees court costs expenses for expert witnesses attendance expenses accountants' fees and employment compensation awards (the latter are further limited to an aggregate limit in total for all such awards in any period of insurance as stated in the schedule or policy wording) ▪ Fidelity cover protecting you against theft by your employees or volunteers
Reputational risks	<ul style="list-style-type: none"> ▪ Cover for damage to the organisation's reputation including <ul style="list-style-type: none"> ▪ costs to manage a public relations crisis after an event insured under the Liabilities, Trustees' and management liability and Professional indemnity sections (with the option to extend this to any incident – limits apply) ▪ libel and slander ▪ interruption or interference of the business following the death or immoral act of your Patron
Money	<ul style="list-style-type: none"> ▪ Cover including <ul style="list-style-type: none"> ▪ fraud and identity theft ▪ the doubling of limits before and after a fund raising event ▪ losses due to dishonesty of any director, trustee, volunteer or employee
Goods in transit	<ul style="list-style-type: none"> ▪ Cover for accidental damage to your goods whilst in transit <ul style="list-style-type: none"> ▪ by road, rail or sea ▪ by parcel or post ▪ anywhere in the Republic of Ireland and UK
Value added services	<ul style="list-style-type: none"> ▪ Commercial legal advice helpline ▪ Health and medical information services ▪ Counselling helpline for the proprietor employees and their immediate family members ▪ Employment Manual - offering online employment guidance

We can also provide cover for

- Cyber insurance
- Engineering inspections of plant to comply with statutory Health and Safety requirements

Significant or unusual exclusions/limitations

General

- Certain conditions apply in relation to
 - Automatic sprinkler installations
 - Buildings unoccupied more than 30 days

Additional conditions may apply for the following

- Deep fat frying apparatus
- Fire extinguishers, fire alarm installations
- Security devices including intruder alarms
- Some cover may be reduced in respect of unoccupied buildings
- Pollution, Electronic risks and War exclusions apply
- Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship and changes in the water table and frost damage are excluded
- It is a condition that you notify us of any alterations or repairs where the contract value exceeds €100,000

Property damage

- Theft of property must involve forced entry or exit to or from a building

Equipment breakdown

- No cover for items which are covered under any maintenance agreement, warranty or guarantee
- No cover is provided for breakdown caused by computer viruses or hacking
- Biomass and biogas installations are not included

Money

- Escort requirements are in place for transporting cash in excess of €4,000
- Excludes fraudulent use of credit or debit cards by you and your representatives
- Identity theft costs must be agreed by us in advance
- Dishonesty cover requires the loss to be discovered within 28 days of its occurrence

Personal accident

- No cover for travel to a destination which the Department of Foreign Affairs and Trade has advised against before the journey commences

Loss of registration/licence

- No cover for losses caused by your own acts or omission

Employers' liability

- Claimant's costs and expenses are included within the Limit of Indemnity

Public & products liability

- Fines and penalties are excluded
 - In respect of Products liability, claims arising from contractual liability are excluded
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Significant or unusual exclusions/limitations continued

Reputational risks	<ul style="list-style-type: none"> It is a condition that you notify us with 48 hours of any adverse publicity resulting in a Public relations claim (other than where the incident is covered under the Liabilities, Trustees' and management liability or Professional indemnity section).
Professional indemnity	<ul style="list-style-type: none"> No cover for any claims or circumstances which are known to you at the start of cover No cover for claims arising out of any medical advice diagnosis or treatment
Trustees' & management liability	<ul style="list-style-type: none"> No cover for any claims or circumstances which are known to you at the start of cover No cover for the organisation under the standard Trustees' liability cover Excludes the administration of any pension fund or scheme
Directors' and officers' liability	<ul style="list-style-type: none"> No cover for any claims or circumstances which are known to you at the start of cover
Legal expenses	<ul style="list-style-type: none"> You must let ARAG know about any problems straight away or they may not provide cover if you have tried to deal with matters on your own Problems must relate to your business activities in order for cover to apply Any claims where you are bankrupt or become bankrupt at the start or during a claim are excluded Except in certain circumstances, as specified in the policy wording, cover is subject to a "reasonable prospects of success" clause "Reasonable prospects" is a 51% or greater chance of success as assessed by a law firm or tax expert chosen by ARAG In certain circumstances you may be free to appoint your own legal representative who will be subject to the ARAG standard terms of appointment including an hourly rate of €150 per hour (any costs that fall outside the standard terms will not be paid by us)
Fidelity	<ul style="list-style-type: none"> Cover will be subject to you complying with minimum standards of control in respect of supervision, accounting procedures and checking the security of money or goods Conditions apply in respect of obtaining references for employees and volunteers

Cancellation rights

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

Claims service

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

Outside of business hours please call

1890 252 877

(this 24 hour claims helpline is managed by ProAdjust Limited)

Please note that charges for Lo-call numbers may vary if you call from a mobile phone

For Legal expenses claims call ARAG

01 670 7470

Complaints

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)

Europa House

Harcourt Centre

Harcourt Street

Dublin 2

D02 WR20

Tel: **01 670 7470**

Email: customerrelations@arag.ie

Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will

- Investigate your complaint diligently and impartially
- Keep you informed of the progress of the investigation
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision
- Respond in writing to your complaint as soon as possible

If you're not satisfied with our response, or we have not completed our investigation after eight weeks, we'll inform you of your right to take the complaint to:

The Financial Services & 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 & Pensions Ombudsman can investigate complaints from all customers, except limited 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 & the Financial Services Compensation Scheme (FSCS)

Irish resident policyholders of Ecclesiastical may be in a position to claim from either the Insurance Compensation Fund or the FSCS as detailed below.

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

The Financial Services Compensation Scheme (FSCS)

This scheme was set up under the terms of the United Kingdom Financial Services and Markets Act 2000. It extends to include policies issued by the Republic of Ireland branches of United Kingdom insurers, provided they are authorised by the PRA.

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by the UK Government, which gives you your money back if your authorised* financial services provider goes into liquidation or administration.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

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

www.fscs.org.uk

or write to:

Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London EC3A 7QU

Tel: **0044 207 741 4100**

Fax: **0044 207 741 4101**

Email: enquiries@fscs.org.uk

* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

Law applying

The policy (other than the Legal expenses section) shall be governed by and construed in accordance with the law of Republic of Ireland unless the Insured's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Northern Ireland, England, Wales or Scotland in which case the law that applies in that location shall apply.

The Legal expenses section shall be governed by the laws of the Republic of Ireland.

Notes

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

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

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

www.fca.org.uk/register

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

For further information on any of our products, please speak to your insurance intermediary.

Or visit us at

www.ecclesiastical.ie

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

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



Ecclesiastical Insurance Office plc is regulated by the Central Bank of Ireland.

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