

Custodian School Protection Policy



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Custodian School Protection Policy Introduction

Thank you for insuring with Allianz p.l.c. (hereinafter called the 'Company').

The Company will indemnify the Insured against loss damage or legal liability that may occur during the Period of Insurance stated in the Schedule provided the Insured has paid or agreed to pay the policy premium and subject to the policy Schedule Insuring Clauses Definitions Limits of Indemnity Exclusions Extensions Conditions and any Endorsements.

The information provided by the Insured either in writing or otherwise shall form the basis of the contract. This policy comprising of the Introduction Schedule Insuring Clauses Definitions Limits of Indemnity Exclusions Extensions Conditions and any Endorsements will be read as one contract.

Please read this Policy carefully to ensure that it provides the cover requested. If it does not then please return it immediately to your Insurance Intermediary or to the Company together with your instructions.

Signed for and on behalf of the Company



John Ryan
Member of the Board of Management
Chief Underwriting Officer

Finance Act 1999 (or future amendments thereto)

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999

Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by the Company under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

General Definitions

1. Insured means

- (a) the School and any body corporate trust or other entity by which such establishment has legal status which holds its rights and assets and / or bears its liabilities
- (b) the patron and / or the Trustees
- (c) each individual member of the board of management / governors
- (d) at the request of the Insured any parent / teacher association past pupil union Employee or other person in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

Provided that any such person

- (i) shall be subject to the terms Definitions Exclusions and Conditions of this Policy in so far as possible
- (ii) is not entitled to indemnity under any other policy

2. School means

the educational establishment shown in the Schedule

3. Trustees means

the trustees of the School

4. School Related Activity means

any activity usual to a School which is carried out with the full knowledge and authority of and under the control of the board of management / governors of the School or of any other person specifically authorised by them

5. School Property means

(a) Building(s)

- (i) the building(s) at the location(s) referred to and as described in the Schedule
- (ii) land for which the Insured is responsible (including boundary walls gates paths fences railings pitches ball stop nets lawns trees and shrubs)
- (iii) outbuildings and shrines
- (iv) fixtures and fittings which are the property of or leased loaned or hired to the Insured (other than tenants fixture and fittings/improvements) and including fixed notice boards and signs fixed external lighting and security equipment solar panels wind turbines electric vehicle charging points television and radio receiving aerials / dishes all at the same location tanks and services (including underground services)

General Definitions

(b) **Contents**

- (i) all furniture furnishings apparatus and other property of the School not included in the Definition of Building(s) including audio / visual equipment computer equipment office equipment musical instruments trophies ride on lawn mowers robotic lawnmowers and fuel which are the property of or leased loaned or hired to the Insured whilst within the Building(s)
- (ii) personal effects (including pedal cycles pedal assisted e-bikes and wearing apparel) of pupils Employees and visitors whilst within the Building(s)

The following property is not included as Contents

- (i) vehicles licensed for road use caravans aircraft waterborne craft exceeding 5 metres in length and / or having a maximum speed in excess of 10 knots hovercraft and parts or accessories normally on or in any of them
- (ii) any living creature
- (iii) Money deeds bonds securities promissory notes
- (iv) property more specifically insured

6. **Money** means

banknotes coins cheques postal and money orders unused postage stamps unused contents of postal franking machines savings stamps and certificates prize and premium bonds revenue stamps bankers drafts bills of exchange and securities for money national insurance stamps and stamped national insurance cards credit company sales vouchers giro payment orders value added tax vouchers gift tokens trading stamps luncheon vouchers car park season tickets travel tickets and travellers cheques

7. **Employee** means any

- (a) person under a contract of service or apprenticeship with the Insured
- (b) person engaged under any training educational or work experience programme
- (c) self-employed person
- (d) person hired to or borrowed by the Insured
- (e) volunteer

whilst working for the Insured in connection with a School Related Activity

8. **Bodily Injury** means

bodily injury death disease illness and/or medically recognised psychiatric injury

9. **Law Costs** means

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

General Definitions

10. Event means

one occurrence or all occurrences of a series consequent on one source or original cause

11. Period of Insurance means

the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the premium

12. Principal means

any person company firm public local or statutory authority

(a) carrying out work under contract or agreement for the Insured in connection with a School Related Activity

(b) whose premises are occupied or used by the Insured in connection with a School Related Activity

13. Pollution or Contamination means

(a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere

(b) all Bodily Injury Nuisance or loss of or Damage to material property directly or indirectly caused by such pollution or contamination

14. Territorial Limits means

anywhere in the Republic of Ireland Northern Ireland Great Britain the Isle of Man and the Channel Islands unless otherwise stated

15. Offshore means

the period of time commencing when an Employee embarks on to a conveyance at the point of final departure to an offshore rig or offshore platform and terminating when such Employee disembarks from the conveyance on to land upon their return from an offshore rig or offshore platform

16. Nuisance means

nuisance trespass or interference with any easement right of air light water or way

17. Product means

any commodity article or thing or any part thereof (including containers labelling and packaging provided in connection therewith) manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the Insured in connection with a School Related Activity and not in the custody or control of the Insured

18. Sexual Abuse means

any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification discrimination coercion harassment pressure of any kind

Section 1 – Property

Section Definitions

For the purposes of this Section the following **Definitions** apply

Damage means

loss or destruction of or damage to the School Property and the word Damaged shall be construed accordingly

Section Insuring Clause (what is insured)

If during the Period of Insurance School Property is Damaged the Company will pay the amount of the Damage or at its option repair reinstate or replace such School Property as specified in Section Condition 2

Section Extensions

Unless stated to the contrary none of the under noted Extensions shall operate to increase the liability of the Company beyond the Sums Insured included in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions Conditions and Endorsements of this Section and this Policy

1. Costs and Expenses

The Company will pay the under noted costs and expenses necessarily and reasonably incurred in the reinstatement of School Property following Damage insured under this Section

- (a) fees to architects surveyors consulting engineers and others
- (b) the costs and expenses of clearing the site and making it and the Building(s) safe
- (c) the cost of complying with any current regulation or requirements from the government local authority or European Union following Damage (including the cost of compliance in respect of undamaged portions of Property Insured) but excluding any such cost where notice of any such requirement has been given before the occurrence of Damage

Provided that

- (i) the cost in relation to undamaged portions of the Property Insured is in direct consequence of Damage to Property Insured
- (ii) any such cost of compliance shall not exceed €500,000 or the Sum Insured specified for the item in the Schedule whichever is lower

The Company will not pay

- (a) fees for preparing a claim under this Section
- (b) except as provided under 1.(c) above costs and expenses in respect of undamaged parts of the Building(s) (other than the foundations of the Damaged parts)

Section 1 – Property (continued)

(c) any costs or expenses

- (i) incurred in removing debris except from the site of such Damage and the area immediately adjacent to such site
- (ii) arising from Pollution or Contamination of property not insured by this Section

2. Automatic Reinstatement of Sum Insured

Following any Damage the Company will reinstate the Sum Insured without additional premium

3. Additions

Additions being newly acquired or erected buildings (including buildings inherited by or bequeathed to the Insured) alterations additions or improvements to Buildings or Contents not otherwise insured will be included for an amount not exceeding €1,000,000

Provided that the Insured shall

- (a) notify the Company as soon as practicable following such Additions
- (b) pay any additional premium required by the Company

4. Revisions of Sums Insured

Increases (not arising out of circumstances set out in Section Extensions 2. & 3. above) in Sums Insured notified to and accepted by the Company during the Period of Insurance will be made without additional premium

5. Temporary Removals

The School Property is covered

- (a) whilst temporarily removed from the Building(s) for the purposes of cleaning renovation repair or other similar purposes to any other premises and while in transit between such premises within the Territorial Limits
- (b) subject to a limit of €50,000 any one claim whilst temporarily removed from the Building(s) including while in transit for reasons other than in (a) above anywhere in the world

Provided that cover does not apply in respect of theft from any unattended vehicle which is not securely locked

6. Keys

In the event of Damage to keys of School Property the Company will pay for the replacement of locks and / or keys of external doors safe(s) or strong room(s) provided that the Company shall not be liable for the first €100 of each and every claim and not as otherwise stated in Section Exclusion 3

7. Transfer of Interest

If at the time of Damage to any Building(s) insured hereunder the Insured shall have contracted to sell their interest in such Building(s) the interest of the purchaser is noted in the insurance by this Section for the period up to the date of completion without prejudice to the rights and liabilities of the Insured or of the Company under this Section

Section 1 – Property (continued)

Provided that

- (a) the Building(s) are not otherwise insured for the benefit of the purchaser
- (b) the purchaser shall as if they were the Insured observe fulfil and be subject to the terms Definitions Exclusions Conditions and Endorsements of this Section and this Policy

8. Alterations or Repair

Workers employed making alterations additions or repairs to School Property do not prejudice the insurance under this Section

9. Other Interests

The interest of mortgagees lessors and freeholders of the School Property is noted in the insurance by this Section. The extent and nature of such interest should be disclosed by the Insured to the Company in the event of any Damage insured hereunder

10. Fire Extinguishing Expenses

The Company will pay

- (a) costs incurred by the Insured in replenishing and recharging fire extinguishing equipment arising out of the use of such equipment following the occurrence of fire in or at the School Property
- (b) fire brigade charges incurred by the Insured
 - (i) as a result of or arising from an occurrence which is insured under this Section for an amount not exceeding €25,000 any one claim
 - (ii) other than as described in (i) above for an amount not exceeding €1,000 in any one Period of Insurance

11. Loss of Metered Water Gas or Oil

The Company will pay the additional metered water gas or oil charges incurred by the Insured resulting from Damage to the water gas or oil supply or heating systems in or serving the School Property subject to a limit of €50,000 any one claim

12. Trace and Access

The Company will pay costs necessarily and reasonably incurred with the prior consent of the Company in locating the source of any escape of water gas or oil from any fixed domestic water gas or oil service or heating installation in or serving the Property Insured including subsequent repairs arising directly as a consequence thereof

Provided that

- (a) the maximum liability of the Company shall not exceed €50,000 any one claim and €75,000 in total in any one Period of Insurance
- (b) this Extension shall not apply to the cost of repairs to any such fixed domestic water service or heating installation other than as described above

Section 1 – Property (continued)

13. Subsidence

Notwithstanding Section Exclusion 1. (c) (iii) the Company will pay for Damage caused by subsidence or ground heave or landslip of the site on which the School Property stands

excluding Damage caused by

- (a) coastal or river erosion
- (b) defective design inadequate or defective construction of foundations settlement or movement of made-up or infilled ground or bedding down of structures
- (c) demolition structural alteration or structural repair to
 - (i) swimming pools terraces patios driveways walls gates paths fences railings pitches ball stop nets lawns trees and shrubs unless the Building(s) as defined under General Definition 5. (a) (i) are also Damaged at the same time by the same event
 - (ii) solid floor slabs unless the foundations beneath the exterior walls are Damaged at the same time by the same event

14. Gates Fences Railings Ball Stop Nets and Moveable Property in the Open

Notwithstanding Section Exclusion 1. (a) the Company will pay for Damage to gates fences railings ball stop nets and moveable property in the open caused by storm flood or malicious Damage provided that the maximum liability of the Company for such Damage will not exceed €10,000 in total in any one Period of Insurance

15. Contract Works

For the purposes of this Extension the following **Definitions** apply

- (a) **Contract Works** means the permanent and / or temporary works executed or in the course of execution at the location of the Property Insured
- (b) **Plant** means constructional plant tools tackle and equipment (excluding Hired in Plant) for use in connection with the Contract Works
- (c) **Temporary Buildings** means temporary buildings site huts and other temporary accommodation and their fixtures furnishings and contents (excluding Hired in Plant) for use in connection with Contract Works
- (d) **Hired in Plant** means
 - (i) constructional plant tools tackle and equipment (not on free loan or the subject of a hire purchase lease or similar financing arrangement)
 - (ii) temporary buildings site huts and other temporary accommodation and their fixtures furnishings and contents (not on free loan or the subject of a hire purchase lease or similar financing arrangement)
 hired by the Insured for use in connection with Contract Works
- (e) **Property Insured** means Contract Works Plant Temporary Buildings and Hired in Plant

Section 1 – Property (continued)

Contract Works (contd) What is Insured

If during the Period of Insurance Property Insured is Damaged the Company will pay the amount of the Damage or at its option repair reinstate or replace such Property Insured as specified in Section Condition 2. (b)

Provided that

- (a) such Property Insured
 - (i) belongs to or is the responsibility of the Insured
 - (ii) is on or adjacent to the site of a contract at the School Property
 - (iii) shall not be regarded as Damaged solely by virtue of the existence of any defect in the design plan specification materials or workmanship in the Property Insured or any part thereof
- (b) this Extension only applies to contracts where the contract price does not exceed €250,000
- (c) the liability of the Company for all Damage to Property Insured in respect of any one contract shall not exceed €300,000

The Company will also indemnify the Insured for Damage to

- (a) materials and goods intended for incorporation in Contract Works while such materials or goods are temporarily held in store within the Territorial Limits away from the site of such Contract Works provided that the liability of the Company in respect of Damage to such materials or goods shall not exceed €25,000 in respect of any one contract
- (b) Contract Works or any part thereof during any maintenance or defects liability period but only in respect of Damage which
 - (i) arises from a cause occurring on site during the period of the contract and prior to the commencement of the maintenance or defects liability period
 - (ii) occurs in the course of any operation carried out by the contractor for the purpose of complying with obligations under the maintenance or defects liability conditions

Provided that for the purposes of the above the maintenance or defects liability period shall mean the period stated in the terms of the contract but not exceeding a period of 12 months

What is not Insured

The Company shall not be liable for any Damage to

- (i) Plant Temporary Buildings Hired in Plant or any other property which is owned by or the responsibility of any contractor engaged by the Insured
- (ii) property forming part of any structure prior to commencement of a contract

Section 1 – Property (continued)

Contract Works (contd) Extension Condition

In respect of any Contract Works involving the application of heat the Insured shall on the site of any Contract Works

- (a) draw up and implement a site fire safety plan
- (b) ensure that all personnel are aware of the contents of the site fire safety plan and receive training in the use of the fire extinguishing facilities
- (c) ensure that in respect of the use of electric oxy-acetylene or other welding or cutting plant or blow lamps or blow torches
 - (i) all combustible constructions within the vicinity of such work are protected by non-combustible materials
 - (ii) no such equipment is left unattended while ignited
 - (iii) only suitably qualified persons are engaged in the use of such equipment
 - (iv) in addition to the persons directly engaged on such work the Insured shall appoint a competent person to act as a fire watcher for the duration of the work
 - (v) a thorough examination must be made in the area in which such work has been undertaken during a period of not less than one hour immediately following the termination of each period of work to ensure that there are no signs of combustion

16. Non-Invalidation

Cover under this Section shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond the control of the Insured provided that the Insured immediately they become aware thereof shall give notice to the Company and pay an additional premium if required

17. Further Investigation Costs

Where any Building(s) have suffered Damage and in the opinion of a competent construction professional there is reasonable possibility of other Damage to portions of the same Building(s) which is not immediately apparent cover extends to include the reasonable costs incurred by the Insured with the Company's prior consent in establishing whether or not such other Damage has occurred

The Company will also pay reasonable costs incurred by the Insured in establishing whether or not other insured Building(s) in the immediate vicinity for which the Insured are responsible have suffered Damage in the same incident but only if such Building(s) are subsequently found to have suffered such Damage for which the Company is liable under this Section

The maximum liability of the Company in any one Period of Insurance shall not exceed €5,000

18. Deterioration Of Stock

In the event of Damage by deterioration or putrefaction of stock in a cold chamber of any refrigeration machine at the Property Insured the Company will pay to the Insured the amount of such Damage up to a limit of €2,500 within any one refrigeration machine caused by

Rise or fall in temperature resulting from

- (a) accidental Damage to the appliance

Section 1 – Property (continued)

- (b) failure of the appliance due to its own defect
- (c) accidental failure of the public supply of electricity
- (d) Contamination by refrigerant fumes provided that
 - (i) the age of refrigeration cabinet(s) must not exceed 10 years
 - (ii) a maintenance contract must be kept in force for each refrigeration cabinet with the manufacturer installer or a competent refrigeration engineer

This Extension does not cover Damage

- (a) by wilful act or neglect
- (b) by wear and tear
- (c) by strikes lock-outs or industrial disputes
- (d) by withholding or restriction of supply by electricity authority
- (e) as insured under Section 1 – Property

Section Exclusions (what is not insured)

This Section does not cover

1. Damage

- (a) to gates fences railings ball stop nets lawns trees shrubs or moveable property in the open caused by storm flood or malicious Damage
- (b) of or to Money
- (c) caused by or resulting from
 - (i) vermin insects wet or dry rot damp or mildew
 - (ii) any process of cleaning restoring altering or repairing
 - (iii) Damage to Building(s) by subsidence heave or landslip or the collapse or cracking of Building(s) unless resulting from a cause not otherwise excluded
 - (iv) the deliberate act of the electricity or gas supply authority or the exercise by them of their powers to withhold or restrict supply and causing deterioration or putrefaction of the contents of a refrigeration cabinet or cold room
 - (v) (1) a malicious act (other than by fire)
 - (2) escape of water or oil from any tank apparatus or pipes

Section 1 – Property (continued)

- (3) theft or any attempted theft

in respect of any building which is vacant or disused for 60 consecutive days or more

- (vi) Pollution or Contamination other than by

- (1) Pollution or Contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake storm flood bursting overflowing discharging or leaking of water tanks oil tanks apparatus or pipes accidental escape of water from any automatic sprinkler installation impact by any road vehicle or animal accidental Damage and subsidence or ground heave

- (2) any of the causes listed in (vi)(1) above which itself results from Pollution or Contamination not otherwise excluded hereunder

- (vii) inventory shortages or dishonesty of Employees

(viii) normal settlement marring scratching exposure to light or change in colour texture or finish

- (d) to growing crops

- (e) through confiscation nationalisation requisition or detention by Customs or other officials

- (f) attributable solely to change in the water table level

2. Damage caused by or resulting from

- (a) frost (other than bursting of water pipes tanks or apparatus) or extremes of temperature

- (b) faulty or defective design materials or workmanship or latent defect

- (c) inspection testing maintenance repair assembly or preparation of any heating electrical or mechanical plant or equipment

- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

- (e) rust wear tear corrosion shrinkage expansion gradual deterioration or any gradually operating cause

- (f) mechanical or electrical breakdown or derangement in respect of any computer machine plant apparatus or equipment in which such breakdown or derangement originates

But this shall not exclude subsequent Damage which in itself results from a cause not otherwise excluded

3. The first €300 in respect of each occurrence other than any claim

- (a) for Damage by fire lightning or explosion when this amount is reduced to nil

- (b) personal effects (including pedal cycles pedal assisted e-bikes and wearing apparel) of pupils Employees and visitors where the amount is reduced to €125

4. The value to the Insured of computer systems records and / or all other documents and manuscripts beyond the cost of labour or computer time expended in their reproduction

5. Consequential loss of any kind

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

Section 1 – Property (continued)

Section Conditions

1. Sum Insured

The amount payable shall not exceed in respect of any one item the Sum Insured shown against that item in the Schedule or in the whole the Total Sum Insured shown therein

2. Basis of Settlement of Claims

For the purposes of this Section Condition 2 the following **Definitions** apply

Like / Similar Materials means repairing or replacing the Building(s) in similar form to the existing structure using materials which are substantially the same

Modern Materials means repairing or replacing the Building(s) using modern techniques and materials or the provision of a modern equivalent Building

The Cover is as indicated in the Schedule and the basis of claims settlement under each Cover is as follows

(a) Cover A – Indemnity

The cost of replacing or reinstating School Property less an amount for depreciation

If the Sum Insured of any item in the Schedule is less than 75% of the value of that item at the time of loss any claim will be reduced in the same ratio as the Sum Insured bears to such value

(b) Cover B - Reinstatement as New

In respect of Building(s) the cost of repairing the existing structure or building a new structure in Like / Similar Materials which provided the liability of the Company is not increased may be carried out upon another site and in a manner suitable to the requirements of the School

In respect of Contents (other than personal effects and linen) the repair restoration or replacement of Damaged property without deduction for depreciation

If the Sum Insured of any item in the Schedule is less than 75% of the value of that item at the time of loss any claim will be reduced in the same ratio as the Sum Insured bears to such value

(c) Cover C - Reinstatement in Modern Materials

In respect of Building(s)

(i) the cost of building a new structure in Modern Materials which provided the liability of the Company is not increased may be carried out upon another site and in a manner suitable to the requirements of the School

(ii) for partial Damage such repairs will be carried out in

(1) Like / Similar Materials where the cost of reinstatement in Like / Similar Materials does not exceed 50% of the Sum Insured specified in the Schedule for the Item of Property Insured Damaged

(2) Modern Materials in respect of all other losses

In respect of Contents (other than personal effects and linen) the repair restoration or replacement of Damaged property without deduction for depreciation

Section 1 – Property (continued)

3. Index Linking of Sums Insured

Sums Insured may be adjusted at the renewal of the Policy in order to help keep up with inflation
Adjustments will be based on publicly available indices and other economic indicators

The annual renewal premium will be amended and the Renewal Schedule will show the revised Sums Insured

It is important to note that these adjustments may not be adequate in all cases and it is the responsibility of the Insured to ensure that Sums Insured are reviewed on an ongoing basis

4. Damage caused by or resulting from bursting of water pipes tanks or apparatus

In respect of Damage caused by or resulting from bursting of water pipes tanks or apparatus the Insured shall be responsible for the first €1,000 (one thousand euros) in respect of each occurrence unless the following precautions have been adhered to

- (1) all pipe work is fully lagged to at least 19mm protection along its entire length including all joints and/or corners
- (2) all water tanks in attic spaces must be fully lagged to a minimum of 80mm protection on all sides (excluding underneath) including all feed pipes into and out of such tanks
- (3) Frost Thermostats must be installed at strategic locations (as directed by an SEI approved contractor) within the School connected to your heating system so that the heating system is activated automatically once the ambient temperature within the School drops to 2 degrees Celsius or below
- (4) an infrared lamp must be installed in your Boiler House(s) which activates when the temperature drops to 2 degrees Celsius or below unless the boiler itself has a Frost Thermostat fitted in the Boiler House to activate the boiler when the temperature in the Boiler House drops to 2 degrees Celsius or below
- (5) the water supply to any portion of the premises which are permanently unoccupied or no longer in use must be isolated or alternatively heat must be maintained in this portion of the premises as per the remainder of the premises
- (6) for the duration of the Christmas holiday period the water supply must be switched off at the mains

5. Protections

(Applicable only where noted by way of an Endorsement included in the Schedule)

- (a) In any premises protected by a security alarm
 - (i) the security alarm must be kept in efficient working order and put into full operation on all practical occasions
 - (ii) a maintenance contract must remain in force with a security company to whom all defects must be immediately notified
- (b) In any premises protected by an automatic fire alarm installation the Insured shall undertake to
 - (i) carry out testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed
 - (ii) carry out all maintenance procedures specified by the manufacturers of the equipment
 - (iii) notify the Company immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 (twelve) hours or more

Section 1 – Property (continued)

- (iv) record details of all incidents such as alarm fault tests maintenance and disconnections and keep such details available for examination by the Company's representative

6. Designation

For the purposes of determining where necessary the heading under which any School Property is insured the Company agrees to accept the designation under which such School Property has been entered in the books of the Insured

7. Inspections

The Company shall have the right to inspect and examine any School Property

Any dismantling and re-assembly required for the purpose of inspection shall be carried out at the expense of the Insured

Section 2 – Consequential Loss

Section Definitions

For the purposes of this Section the following **Definitions** apply

1. Sum Insured means

The limit of the Company's liability in respect of any one claim hereunder shall not exceed 20% of the Sum Insured for which Building(s) are insured under Section 1 hereof

Where the Building(s) are insured under Section 1 on a "Day One" Basis the 20% shall apply to the "Declared Value" all as defined in the relevant Endorsement

2. Indemnity Period means

the period beginning with the occurrence of the Damage and ending not later than the 36 (thirty- six) months thereafter during which time the financial results of the Insured will be affected in consequence of the Damage

Section Insuring Clause (what is insured)

If the School Property (or any part thereof) is Damaged as a result of an occurrence which is insured under Section 1 the Company will pay any reasonable financial loss or expense incurred by the Insured during the Indemnity Period resulting from such Damage

Section Extensions

Unless stated to the contrary none of the under noted Extensions shall operate to increase the liability of the Company beyond the Sums Insured included in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions Conditions and Endorsements of this Section and this Policy

1. Additional Financial Loss or Expense

The Company will pay any reasonable financial loss or expense as defined in the Section Insuring Clause resulting from

(a) Professional Accountants Clause

Charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs or information which the Company may require under the terms of General Condition 11 of this Policy provided that the maximum liability of the Company shall not exceed €25,000 any one claim

(b) Specified Illness

The insurance by this Extension shall be subject to all the Exclusions and Conditions of the Policy (except in so far as they may be hereby expressly varied) and the Definitions and Special Conditions set out below extend to include any reasonable financial loss or expense incurred by the Insured at the School Property in consequence of

Section 2 – Consequential Loss (continued)

- (1) any occurrence of a Specified Illness (as defined below) at the School Property attributable to food or drink supplied from the School Property
- (2) any discovery of an organism at the School Property likely to result in the occurrence of a Specified Illness (as defined below)
- (3) any occurrence of Legionellosis at the School Property
- (4) the discovery of vermin or pests at the School Property
- (5) any accident causing defect in the drains or other sanitary arrangements at the School Property
- (6) any occurrence of murder or suicide at the School Property

which results in the closure of the School Property on the order of the competent public authority

Definitions

For the purposes of this Extension the following **Definitions** apply

Specified Illness means

Illness sustained by any person resulting from

- (1) food or drink poisoning or
- (2) Acute Encephalitis Acute Poliomyelitis Anthrax Bubonic Plague Chickenpox Cholera Diphtheria Dysentery Leprosy Leptospirosis Malaria Measles Meningococcal Infection Meningitis Mumps Ophthalmia Neonatorum Paratyphoid Fever Rabies Relapsing Fever Rubella Scarlet Fever Smallpox Tetanus Tuberculosis Typhoid Fever Typhus Fever Viral Hepatitis Viral Haemorrhagic Fever Whooping Cough or Yellow Fever

an occurrence of which the competent public authority has stipulated shall be notified to them

The following illnesses are excluded from the Definition of Specified Illness

- (i) Avian Influenza and/or Influenza A (H5N1) or any mutant variation thereof
- (ii) Swine Influenza and/or Influenza A (H1N1) or any mutant thereof
- (iii) Severe Acute Respiratory Syndrome (SARS) or any mutant variation thereof
- (iv) Atypical Pneumonia or any mutant variation thereof
- (v) COVID-19 Middle East Respiratory Syndrome (MERS) and/or SARS-CoV-2 or any mutant variation thereof or any other disease caused by a coronavirus
- (vi) Any other disease which is deemed an epidemic or pandemic by the World Health Organisation
- (vii) Acquired Immune Deficiency Syndrome (AIDS)

Section 2 – Consequential Loss (continued)

Legionellosis means

Illness sustained by any person resulting from any discharge release or escape of legionella from water tanks water systems air-conditioning plants cooling towers and the like at the School Property

Indemnity Period means

Indemnity Period shall mean the period during which the Insured incurs any reasonable financial loss or expense in consequence of the occurrence discovery or accident beginning with the date of the closure of the School Property by the competent public authority (excluding the first 24 hours of closure) and ending not later than the Maximum Indemnity Period thereafter

Maximum Indemnity Period shall mean 28 days

Special Conditions

- (1) School Property shall only mean those locations stated in the School Property Definition; In the event that the Policy includes an Extension which deems loss destruction or Damage at other locations to be an incident such Extension shall not apply to this Extension
- (2) The Company shall not be liable for any costs incurred in the cleaning repair replacement recall or checking of the School Property
- (3) The Company shall only be liable for the reasonable financial loss or expense incurred by the Insured arising at the School Property directly affected by occurrence discovery or accident

The liability of the Company shall not exceed €30,000 in respect of any one occurrence or €30,000 in any one Period of Insurance

(c) Prevention of Access

Loss as insured by this Section resulting from interruption of or interference with the Insureds activities in consequence of Damage to property as undernoted shall be deemed to be loss resulting from Damage to property used by the Insured at the Property Insured provided that after the application of all other terms Conditions and provisions of the Policy the liability of the Company under this Extension in respect of any one occurrence shall not exceed €350,000 or €350,000 in any one Period of Insurance

Property in the immediate vicinity (meaning within 1.5 kilometres) of the Property Insured Damage to which will prevent or hinder the use of the Property Insured or access thereto whether the Property Insured will be Damaged or not

(d) Public Utilities

Loss as insured by this Section resulting from interruption of or interference with the Insureds activities in consequence of Damage at the undernoted situations or to the property as undernoted within the Territorial Limits shall be deemed to be loss resulting from Damage to Property Insured used by the Insured at the premises provided that after the application of all other terms Conditions and provisions of the Policy the liability of the Company under this Extension in respect of any one occurrence shall not exceed €350,000 or €350,000 in any one Period of Insurance

Property at any

- (a) generating station or sub-station of the public electricity supply undertaking
- (b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- (c) water works or pumping station of the public water supply undertaking

Section 2 – Consequential Loss (continued)

(d) land based premises of the public telecommunications supplier

from which the Insured obtains electricity gas water or telecommunications services

2. Payments on Account

Payments on account may be made during the Indemnity Period if requested subject to any necessary adjustment at the termination of such Indemnity Period

3. Automatic Reinstatement of Sum Insured

Following any loss under this Section the Company will reinstate the Sum Insured without additional premium

Section Exclusions (what is not insured)

This Section does not cover any loss or expense

1. Where the School Property is not insured under this Policy or where the Company has refused indemnity under Section 1
2. Resulting from an occurrence which is not insured under Section 1 unless stated to the contrary herein

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

Section 3 – Money

Section Insuring Clause (what is insured)

Subject to the under noted limits any one loss the Company will pay the Insured for

1. Loss of Money belonging to or the legal responsibility of the Insured
2. Loss of or Damage to safe(s) or strong room(s)
3. Financial loss following misuse of any Credit Card held for the benefit of the School

Definition

Credit Card means any credit card bank / cash card debit card charge card or cheque card

Cover	Limit any one loss
1. Recorded crossed cheques and / or crossed money orders and / or crossed postal orders	€500,000
2. Money on School Property whilst (a) within any building while such building is occupied and used by the Insured (b) in locked safe(s) or strong-room(s) when the building is unoccupied and unattended by the Insured	€13,500 €13,500
3. Money in transit or in a bank night safe	€13,500
4. Personal Money belonging to any member of the teaching staff or Employee of the School in connection with a School Related Activity	€1,000
5. Money in the residence of any person authorised by the Insured	€1,000
6. Loss of or Damage to safe(s) or strong-room(s)	Cost of Repair or Replacement
7. Financial loss following misuse of any Credit Card	€7,500
8. Any other loss of Money not otherwise excluded	€1,000

Section 3 – Money (continued)

Section Extension

Unless stated to the contrary none of the under noted Extensions shall operate to increase the liability of the Company beyond the Sums Insured included in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions Conditions and Endorsements of this Section and this Policy

Loss of Money Wrongfully Paid to a Third Party

For the purposes of this Extension the following **Definition** applies

Cyber Event means an intrusion into the Insureds computer system which results in unauthorised access or use of the Insureds computer system or unauthorised modification destruction deletion transmission or copying of electronic data or software or consumption of computer resources including denial of service attacks

What is Insured

In the event of loss of Money wrongfully or erroneously paid by the Insured as a direct result of

- (a) a Cyber Event by a third party
- (b) the intentional misleading of an Employee by a third party

which results in the Employee in good faith transferring paying or delivering the Insureds electronic funds or Property to a third party who is not entitled to receive such funds or Property

Provided that

- (i) it was committed without collaboration with the Insured or any Employee of the Insured and that was first discovered during the Period of Insurance
- (ii) the limit of any one loss and in the aggregate shall not exceed €15,000 in any one Period of Insurance
- (iii) the Insured has taken all reasonable measures to safeguard their computer systems and employees
- (iv) the Insured has exhausted all recovery options against their financial service provider and their computer service provider (if such a provider is engaged by the Insured)

Extension Conditions

In relation to any financial loss for the events listed above it is a condition precedent to liability that the following is adhered to

- (i) All payments over €3,000 must be authorised by two persons comprising of School employees /any member of the board of management/ governors or Trustees in advance of transferring of funds electronically by cheque or other bank instruments to any third party
- (ii) Sharing of financial information to any third party by email must be authorised by two persons comprising of School employees /any member of the board of management/ governors or Trustees in advance

At the request of the Company the Insured shall immediately produce any document or evidence as proof of two person authorisation as required

Section 3 – Money (continued)

Section Exclusions (what is not insured)

This Section does not cover

1. Loss of Money caused by any
 - (a) fraudulent or dishonest act
 - (b) error or omission
2. Depreciation in value
3. Confiscation or detention by Customs or other officials
4. Loss from an unattended vehicle
5. In respect of any Credit Card
 - (a) misuse by an authorised person
 - (b) liability attaching to the Insured following a breach of the terms and conditions of its use
 - (c) financial loss resulting from the loss of any Credit Card not reported to the issuing company and the police within 24 hours of the discovery of such loss
 - (d) its confiscation or detention by Customs or other officials
6. The first €100 of each and every loss

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

Section Conditions

1. Precaution

The keys to any safe or strong-room must be removed to a secure place whilst the building or portion of the building containing the safe or strong-room is closed and / or unattended

2. Increase in Limits

The Limits any one loss insured under this Section are doubled for the 2 (two) weeks before and after the date for collection of School fees or other such Money

3. Money in Transit

- (a) Cover under this Section for Money in transit is limited to €5,000 per person
- (b) Money in transit in excess of €15,000 must be carried by a security company

Section 4 – General Liability

Sub Section 4a – Employers Liability

Sub Section Insuring Clause (what is insured)

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages and Law Costs in respect of Bodily Injury to an Employee caused within the Territorial Limits during the Period of Insurance and arising out of and in the course of employment by the Insured in connection with a School Related Activity

Provided that

- (a) the liability of the Company in respect of all damages and all Law Costs shall not exceed the Limit of Indemnity of this Sub Section Insuring Clause
- (b) the Insured shall not be entitled to indemnity under this Sub Section in respect of any claim for which indemnity is more specifically provided (or would have been provided but for the application of a proviso Condition or an Exclusion thereunder) under Section 5 – Indemnity to Management or Section 6 – Legal Expenses

The Limit of Indemnity in respect of this Sub Section is €13,000,000 in respect of any one Event unless a different limit is stated in the Schedule

Sub Section Extensions

None of the under noted Extensions shall operate to increase the liability of the Company beyond the Limit of Indemnity stated in the Insuring Clause of this Sub Section and each Extension is subject otherwise to the terms Definitions Exclusions Conditions and Endorsements of this Sub Section and this Policy

1. Safety Health and Welfare at Work Legislation

In respect of any occurrence which may be the subject of indemnity under this Sub Section the Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of any Safety Health and Welfare at Work Legislation committed or alleged to have been committed during the Period of Insurance in connection with a School Related Activity including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that

- (a) the Company shall not be liable for the payment of fines or penalties
- (b) such persons are not entitled to indemnity under any other insurance policy

Section 4 – General Liability, Sub Section 4A – Employers Liability (continued)

2. Medical Expenses

At the request of the Insured the Company will on compassionate grounds meet any reasonable expenses incurred by an Employee resulting from an accident in connection with a School Related Activity

Provided that the liability of the Company shall not exceed

- | | |
|------------------------------------|---------|
| (a) any one Employee | €1,000 |
| (b) in any one Period of Insurance | €10,000 |

The Insured shall not disclose the existence of this Extension without the consent of the Company

3. Indemnity to members of the board of management / governors or Trustees or School principals

In the event of any member of the board of management / governors or Trustees or any School principal making a claim against the Insured under this Sub Section arising from or connected with a School Related Activity the Company agrees not to raise the defence that they are also the Insured

4. Indemnity to Principals

The indemnity provided by this Sub Section will also apply

- (a) to any Principal
- (b) in the event of the death of the Insured to the Insured's legal personal representatives
- (c) if the Insured so requests
 - (i) to an Employee or partner or director of the Insured
 - (ii) to any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in their respective capacity as such in connection with a School Related Activity

against legal liability as defined in the Sub Section Insuring Clause and for which the Insured would have been entitled to indemnity had the claim been made against the Insured

Provided that

each party will as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions Conditions and Endorsements of this Sub Section and this Policy

5. Court Attendance Costs

In the event of any member of the board or management / governors Trustee director officer or an Employee of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Sub Section the Company will provide compensation to the Insured at the following rates for attendance at the court

- | | |
|---|--------------|
| (a) any member of the board of management / governors Trustee director officer / School principal or bursar | €500 per day |
| (b) any Employee | €250 per day |

Section 4 – General Liability, Sub Section 4A – Employers Liability (continued)

6. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee of the Insured in respect of Bodily Injury to that Employee occurring during the Period of Insurance arising from or in connection with a School Related Activity against any company or person operating from premises within the Territorial Limits in any court situate therein and remaining unsatisfied in whole or in part six months after the date of such judgement the Company will at the request of the Insured pay to the Employee the amount of any such damages and awarded costs to the extent that they remain unsatisfied

Provided that

- (a) there is no appeal outstanding in relation to any such judgement
- (b) if any payment is made by the Company under this Extension in respect of any such judgement then the right to the proceeds of such judgement shall be assigned to the Company
- (c) all reasonable steps to protect the ability to recover from the party or parties against whom the judgement was obtained have been taken

7. Work outside the Territorial Limits

The Company will indemnify the Insured against legal liability as defined in the Sub Section Insuring Clause for Bodily Injury caused to an Employee temporarily outside the Territorial Limits

Provided that

- (a) such Employee is normally resident within the Territorial Limits
- (b) the Company will not indemnify the Insured in respect of any amount payable under workers compensation social security or health insurance legislation

Sub Section Exclusions (what is not insured)

The Company will not indemnify the Insured in respect of any liability

1. arising directly or indirectly out of or in connection with
 - (a) construction reconstruction structural alteration or demolition of Property Insured other than general repair maintenance and decoration
 - (b) work on the exterior of a building in excess of 15 metres from ground level
 - (c) work on the interior of a building in excess of 15 metres above floor level
 - (d) work involving the use of scaffolding other than mobile scaffold towers
2. assumed under contract or agreement which would not otherwise have attached
3. for Bodily Injury to an Employee while such Employee is Offshore
4. arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
5. for which compulsory insurance or security is required under any road traffic legislation

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

Section 4 -General Liability

Sub Section 4B – Public Liability

Sub Section Insuring Clause (what is insured)

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages and Law Costs in respect of accidental

- (a) Bodily Injury to any person
- (b) Nuisance
- (c) loss of or Damage to material property

occurring during the Period of Insurance and arising out of and in the course of a School Related Activity

Provided that

- (a) the liability of the Company in respect of all damages and all Law Costs shall not exceed the Limits of Indemnity indicated below or elsewhere in this Sub Section
- (b) the Insured shall not be entitled to indemnity under this Sub Section in respect of any claim for which indemnity is more specifically provided (or would have been provided but for the application of a proviso Condition or an Exclusion thereunder) under Section 5 – Indemnity to Management or Section 6 – Legal Expenses

Limits of Indemnity

In respect of

- (a) claims arising out of a defect in a Product – €13,000,000 in any Period of Insurance
- (b) any other claim or number of claims arising out of one Event – €13,000,000 unless a different limit is stated in the Schedule

The Limits of Indemnity will not be reduced by the amount of any excess that may be applicable to this Sub Section

Section 4 General Liability Sub Section 4B Public Liability (continued)

Sub Section Extensions

None of the under noted Extensions shall operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Insuring Clause of this Sub Section and each Extension is subject otherwise to the terms Definitions Exclusions Conditions and Endorsements of this Sub Section and this Policy

1. Indemnity to Principals

The indemnity provided by this Sub Section will also apply

- (a) to any Principal
- (b) in the event of the death of the Insured to the Insured's legal personal representatives
- (c) if the Insured so requests
 - (i) to an Employee or partner or director of the Insured
 - (ii) to any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in their respective capacity as such in connection with a School Related Activity

against legal liability as defined in the Sub Section Insuring Clause and for which the Insured would have been entitled to indemnity had the claim been made against the Insured

Provided that each party will as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions Conditions and Endorsements of this Sub Section and this Policy

2. Data Protection Act

The Company will indemnify the Insured against legal liability as defined in the Sub Section Insuring Clause incurred by virtue of

- (a) Sections 7 21 and 22 of the Data Protection Acts 1988 and 2003
- (b) Section 117 of the Data Protection Act 2018 (or future amendments thereto)

occurring during the Period of Insurance and arising out of and in the course of a School Related Activity

Provided that

- (a) the total amount for all compensation payable shall not exceed €1,000,000 in the aggregate in any one Period of Insurance
- (b) the Company will not indemnify the Insured in respect of
 - (i) any damage or distress caused by or arising from any deliberate act by or omission of the Insured if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - (ii) the costs of replacing reinstating rectifying or erasing any personal data
 - (iii) payment of fines penalties punitive exemplary or liquidated damages

Section 4 General Liability Sub Section 4B Public Liability (continued)

- (iv) the cost of compliance with any injunction
- (v) any damage or distress caused by or arising out of any act of fraud or dishonesty
- (vi) liability caused by or arising from the recording processing or provision of data for reward or to determine the financial status of any person

3. Medical Expenses

At the request of the Insured the Company will on compassionate grounds meet any reasonable expenses incurred by any person resulting from an accident in connection with a School Related Activity

Provided that the liability of the Company shall not exceed

- | | |
|------------------------------------|---------|
| (a) in respect of any one person | €1,000 |
| (b) in any one Period of Insurance | €10,000 |

The Insured shall not disclose the existence of this Extension without the consent of the Company

4. Indemnity to members of the board of management / governors or Trustees or School principals

In the event of any member of the board of management / governors or Trustees or any School principal making a claim against the Insured under this Sub Section arising from or connected with a School Related Activity the Company agrees not to raise the defence that they are also the Insured

5. Leased Rented and Temporarily Occupied Premises

Notwithstanding Exclusion 3 of this Sub Section the Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause for loss of or Damage to any premises (including fixtures fittings and contents) leased loaned hired rented or temporarily occupied by the Insured in connection with a School Related Activity

Provided that no liability shall attach to the Company

- (a) solely by reason of any contract or agreement
- (b) for the first €650 of each and every claim for loss of or Damage to material property

6. Motor Contingency

What is Insured

The Company will indemnify the Insured against legal liability as defined in the Sub Section Insuring Clause arising out of the use in connection with a School Related Activity of a motor vehicle or trailer not the property of nor driven by nor provided by the Insured provided that the Insured will take all reasonable precautions to ensure that all motor vehicles or trailers are adequately insured by current motor insurance policies

Section 4 General Liability Sub Section 4B Public Liability (continued)

Motor Contingency (contd) What is not Insured

The Company will not be liable for

- (i) liability incurred by any party other than the Insured named in the Schedule or an Employee of the Insured
- (ii) loss of or Damage to the motor vehicle trailer or to property conveyed in or on the vehicle or trailer
- (iii) liability arising in respect of any motor vehicle owned or driven by a person who to the knowledge of the Insured or their representatives does not hold a licence to drive nor has motor insurance as required by law

The Limit of Indemnity in respect of this Extension is €6,500,000 in any one Period of Insurance

NOTE: This Extension is not sufficient to satisfy the requirements of the Road Traffic Act(s)

7. Work Experience Schemes

For the purposes of this Extension the following **Definition** applies

Principal means any employer participating in a work experience scheme organised by the Insured

The Company will indemnify the Insured in respect of legal liability arising from or in any way associated with any work experience schemes organised by the Insured or in which they participate including indemnity to any Principal in respect of the performance of such work by any student / agent or servant of the Insured provided that such Principal shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions Conditions and Endorsements of this Sub Section and this Policy

8. Work by Contractors

Notwithstanding Exclusion 6 of this Sub Section the Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause attaching to the Insured in connection with any claim arising directly or indirectly out of or in connection with work undertaken by any contractor engaged by the Insured

Provided that prior to engaging the services of any contractor the Insured shall inspect the contractor's insurances and ensure that

- (a) cover is provided for the contract
- (b) such insurances are operative and will remain so during the currency of the contract
- (c) the limit of indemnity provided by such insurances is not less than €2,600,000 any one Event
- (d) such insurances provide an indemnity to the Insured

Section 4 General Liability Sub Section 4B Public Liability (continued)

9. Use of Teachers Cars on School Business

At the request of the Insured the Company will indemnify any teacher or secretary/bursar or nurse (the Insured Person) employed by the Insured arising out of any accident involving use of any private car the property of the Insured Person whilst being used in connection with a School Related Activity as follows

What is Insured

Increased Insurance Costs

The monetary value of the Insured Person's no claim bonus or discount forfeited to a limit of €3,500. The Company will also refund the Insured Person any premium loading imposed by the Insured Person's own insurers subject to a limit of €3,500

Medical Expenses

Medical Expenses necessarily incurred by the Insured Person and not otherwise recoverable subject to a limit of €5,000

Loss of or Damage to Private Car

Loss of or Damage to (and costs of protection and removal to the repairer of) any private car the property of the Insured Person and not otherwise recoverable subject to a limit of €50,000

What is not Insured

The Company will not be liable for

- (a) Loss of use depreciation wear and tear mechanical or electrical breakdown failures or breakages or Damage to tyres by application of brakes or by road punctures cuts or bursts
- (b) The first €100 of each and every claim
- (c) Loss or Damage to any vehicle the property of the Insured

10. Personal Liability of Resident School Principals

The Company will indemnify any School principal residing in the School Property (including members of their household permanently residing with them) in respect of their legal liability arising from

- (a) accidental Bodily Injury to any person other than an Employee
- (b) accidental loss of or Damage to material property

Provided that

- (a) this Extension shall not provide cover for liability arising from
 - (i) the exercise of any trade profession or business
 - (ii) the ownership possession or use of any
 - (1) land or building
 - (2) animal other than domesticated pets (domesticated pets does not include dangerous dogs as specified in regulations made under any control of dogs legislation unless such dogs are at all times muzzled under effective control and capable of identification)

Section 4 General Liability Sub Section 4B Public Liability (continued)

- (3) firearm other than firearms licenced for sporting activities
- (b) any such person
 - (i) is not entitled to indemnity under any other policy
 - (ii) shall be subject to the terms Definitions Exclusions Conditions and Endorsements of this Sub Section and this Policy

11. Court Attendance Costs

In the event of any member of the board of management / governors Trustee director officer or an Employee of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Sub Section the Company will provide compensation to the Insured at the following rates for attendance at the court

- (a) any member of the board of management / governors Trustee director officer / School principal or bursar €500 per day
- (b) any Employee €250 per day

12. Administration of Medication

The Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause arising out of or in connection with the

- (a) supply and / or administration by qualified nursing staff of drugs or injections or medicines as prescribed by a qualified medical practitioner
- (b) supply and / or administration by a responsible adult of drugs or medicines as prescribed by a qualified medical practitioner
- (c) supply and / or administration of over the counter medicines which are available without prescription

School employees are indemnified in respect of Emergency First Aid treatment that may include the administering of drugs injections or medicines.

13. Work outside the Territorial Limits

The Company will indemnify the Insured against legal liability as defined in the Sub Section Insuring Clause arising

- (a) within any member country of the European Union outside of the Territorial Limits where any Employee of the Insured is temporarily carrying out work in the course of a School Related Activity
- (b) elsewhere in the world where any Employee of the Insured is on a temporary visit for the purpose of carrying out non-manual work in the course of a School Related Activity

Provided that in respect of any such Employee is normally resident within the Territorial limits

Section 4 General Liability Sub Section 4B Public Liability (continued)

14. Safety Health and Welfare at Work Legislation

In respect of any occurrence which may be the subject of indemnity under this Sub Section the Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of any Safety Health and Welfare at Work Legislation committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that

- (a) the Company shall not be liable for the payment of fines or penalties
- (b) such persons are not entitled to indemnity under any other insurance policy

15. School run camps

What is Insured

The Company will indemnify the Insured in respect of legal liability as defined in the Insuring Clause arising out of or in connection with School camps or projects organised with the full knowledge and authority of the Board of Management of the School

What is not Insured

School camps or projects run by third parties and home based programmes

16. Sexual Abuse

What is Insured

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages awarded and Law Costs arising from any claim or claims made against the Insured for Sexual Abuse committed in the course of a School Related Activity

Provided that

- (a) this Extension will only provide indemnity in respect of claims
 - (i) first made against the Insured during the Period of Insurance and
 - (ii) resulting from Sexual Abuse committed during the Period of Insurance or prior to the Period of Insurance but subsequent to the Retroactive Date
- (b) the total aggregate liability of the Company in respect of all damages awarded and Law Costs arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated in this Extension
- (c) all claims which are the subject of or attributable to the same act of Sexual Abuse or to a series of acts of Sexual Abuse (which expression shall include multiple acts of Sexual Abuse committed against the same person) shall be treated as one claim and shall be deemed to have been committed on the date such first Sexual Abuse occurred
- (d) all claims arising from Sexual Abuse or a series of acts of Sexual Abuse consequent or attributable to one source or original source shall be deemed to be one claim and be considered first made during the Period of Insurance in which the earliest such claim was first made and the Limit of Indemnity in effect at that time shall prevail

Section 4 General Liability Sub Section 4B Public Liability (continued)

16. Sexual Abuse (contd)

- (e) any claim arising as a consequence of Sexual Abuse which has been notified to the Company in compliance with General Condition 11 shall be deemed to have been first made on the date on which the conduct or circumstance was so notified to the Company
- (f) regardless of the number of succeeding policies of a like nature issued by the Company the liability of the Company shall not be cumulative in amounts from one Period of Insurance to another Period of Insurance

The Limit of Indemnity in respect of this Extension is €6,500,000 in any one Period of Insurance

Retroactive Date means 1st May 1990 unless a different date is stated in the Schedule

What is not insured

This Extension does not cover

- (a) Indemnity to any person committing participating in condoning instigating or knowingly allowing Sexual Abuse
- (b) Indemnity to the Insured in respect of liability of the Insured arising out of Sexual Abuse committed by any person after
 - (i) the Insured had actual knowledge that or had reasonable grounds for believing that such person had been involved in any such act omission conduct or contact
 - (ii) the Insured had actual knowledge prior to the inception of this Policy or for any claim or claims notified to a previous insurer or which should have been notified under the terms and conditions of a policy issued by a previous insurer
 - (iii) failure by the Insured to fully investigate and/or act upon any allegation that such person had been involved in any such act omission conduct or contact

Extension Condition

Senior Counsel Clause

The Insured shall give all such assistance as the Company may require but shall not be required to contest any legal proceedings unless a senior counsel to be mutually agreed upon between the Company and the Insured shall advise that such proceedings could be contested with the probability of success

Section 4 General Liability Sub Section 4B Public Liability (continued)

Sub Section Exclusions (what is not insured)

The Company will not indemnify the Insured in respect of any liability

1. for Bodily Injury to an Employee
2. for loss of or Damage to material property belonging to the Insured
3. for loss of or Damage to material property in the custody or control of the Insured or an Employee of the Insured other than the personal effects (including vehicles and their contents) of any Employee or visitor of the Insured
4. arising directly or indirectly out of or in connection with the ownership possession or use by or on behalf of the Insured of any
 - (a) aircraft or hovercraft
 - (b) waterborne craft exceeding 5 metres in length and / or having a design maximum speed in excess of 10 knots
5. arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
6. arising directly or indirectly out of or in connection with
 - (a) construction reconstruction structural alteration or demolition of Property Insured other than general repair maintenance and decoration
 - (b) work on the exterior of a building in excess of 15 metres from ground level
 - (c) work on the interior of a building in excess of 15 metres above floor level
 - (d) work involving the use of scaffolding other than mobile scaffold towers
 - (e) the use of power driven wood working machinery other than the use of portable tools applied to the work by hand
 - (f) any commercial enterprise / company created by or on behalf of the Insured other than solely as part of the School curriculum
 - (g) any carnival festival gymkhana or horse / pony racing organised by or on behalf of the Insured
 - (h) any production / concert or other fund raising activity where the anticipated attendance exceeds one thousand (1,000) persons except where conducted within the building of a church
 - (i) any fund raising activity not solely for the benefit of the Insured
7. arising directly or indirectly out of or in connection with negligent advice design specification formula or a breach of duty owed in a professional capacity by the Insured
8. arising directly or indirectly out of or in connection with the sale or supply of any Product to or in the United States of America or Canada other than by way of retail sale by the Insured in the Territorial Limits
9. assumed under contract or agreement which would not otherwise have attached
10. arising directly or indirectly out of or in connection with the cost of removing repairing recalling replacing or reinstating any Products sold or supplied by or on behalf of the Insured

Section 4 General Liability Sub Section 4B Public Liability (continued)

11. arising directly or indirectly from Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that
 - (a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
 - (b) the liability of the Company for all damages and Law Costs in respect of such Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Public Liability Limit of Indemnity
12. caused by or arising from the ownership possession or use by or on behalf of the Insured of any compulsorily insurable (in accordance with any Road Traffic Act(s) or amending legislation) mechanically propelled vehicle(s) or trailer(s) other than
 - (i) the use of plant as a tool of trade at the Insured's premises or any site at which the Insured is working in the course of a School Related Activity
 - (ii) the loading or unloading of such vehicle or trailer or the delivery or collection of goods to or from such vehicle or trailerexcept where indemnity is provided by any other insurance or where compulsory insurance or security for such vehicle or trailer is required under any road traffic legislation
13. arising directly or indirectly out of or in connection with any intentional dishonest fraudulent criminal or malicious act or omission whether or not such liability or claim arises from or allegedly arises from or relates in any way to or allegedly relates in any way to
 - (i) employment contracting with hiring retention placement training or supervision by the Insured or other persons
 - (ii) any failure or alleged failure to research the background or suitability of or to monitor or respond to alleged complaints relating to Employees agents servants members of the Insured or any other person
 - (iii) the conduct of any person or persons to whom the Insured has delegated any duties or functions
14. (a) for fines or penalties

(b) for punitive or exemplary damages

(c) for liquidated damages
15. directly or indirectly caused by arising from in consequence of or in any way involving asbestos but this Exclusion shall not apply to Bodily Injury or loss of or Damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or Damage to material property
16. The Company will not indemnify the Insured under Extension 6 Motor Contingency in respect of any legal liability arising out of or in connection with any motor vehicle driven by or under the control of a pupil/student of the School

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

Section 5 – Indemnity to Management

Sub Section 5A – Professional Indemnity

Sub Section Definitions

For the purposes of this Sub Section the following **Definitions** apply

1. Loss means

- (a) damages awarded against the Insured
- (b) Law Costs

2. Wrongful Act means

any actual or alleged

- (a) breach of duty arising from any negligent act error or omission
- (b) breach of warranty of trust or of confidentiality
- (c) libel or slander committed in good faith
- (d) infringement of copyright patent trademark or design rights committed in good faith

3. Retroactive Date means

1st May 1990 unless a different date is stated in the Schedule

Sub Section Insuring Clause (what is insured)

The Company will indemnify the Insured in respect of legal liability for Loss arising from any claim or claims made against the Insured by reason of any Wrongful Act by the Insured in connection with a School Related Activity

Provided that

- (a) this Sub Section will only provide indemnity in respect of claims
 - (i) first made against the Insured during the Period of Insurance and
 - (ii) reported to the Company during the Period of Insurance in accordance with General Condition 11 (b) and
 - (iii) resulting from a Wrongful Act committed during the Period of Insurance or prior to the Period of Insurance but subsequent to the Retroactive Date
- (b) the total aggregate liability of the Company in respect of all Loss arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated in this Sub Section Insuring Clause
- (c) all claims which are the subject of or attributable to the same Wrongful Act or to a series of Wrongful Acts (which expression shall include multiple Wrongful Acts committed against the same person) shall be treated as one claim and shall be deemed to have been committed on the date such first Wrongful Act occurred

Section 5 – Indemnity To Management, Sub Section 5A –Professional Indemnity (continued)

- (d) all claims arising from a Wrongful Act or a series of Wrongful Acts consequent or attributable to one source or original source shall be deemed to be one claim and be considered first made during the Period of Insurance in which the earliest such claim was first made and the Limit of Indemnity in effect at that time shall prevail
- (e) any claim arising as a consequence of any Wrongful Act which has been notified to the Company in compliance with General Condition 11 (b) shall be deemed to have been first made on the date on which the conduct or circumstance was so notified to the Company
- (f) regardless of the number of succeeding policies of a like nature issued by the Company the liability of the Company shall not be cumulative in amounts from one Period of Insurance to another Period of Insurance
- (g) the Company will not be liable for any claim or claims arising from any Wrongful Act of which the Insured had actual knowledge prior to the inception of this Policy or for any claim or claims notified to a previous insurer or which should have been notified under the terms and conditions of a policy issued by a previous insurer

The Limit of Indemnity in respect of this Sub Section is €5,000,000 in any one Period of Insurance

Sub Section Exclusions (what is not insured)

This Sub Section does not cover

1. Indemnity to any person committing participating in condoning instigating or knowingly allowing any intentional dishonest fraudulent criminal or malicious act or omission
2. Indemnity to the Insured in respect of liability of the Insured arising out of any act omission conduct or contact described in 1. above committed by any person after
 - (a) the Insured had actual knowledge that or had reasonable grounds for believing that such person had been involved in any such act omission conduct or contact
 - (b) failure by the Insured to fully investigate and / or act upon any allegation that such person had been involved in any such act omission conduct or contact
3. Any claim arising out of a Wrongful Act committed prior to the Retroactive Date
4. Any claim arising from liability for Bodily Injury or loss of or Damage to material property
5. Liability arising directly or indirectly out of or in connection with
 - (a) any claim where cover is more specifically provided (or would have been provided but for the application of a proviso Condition or Exclusion thereunder) under Section 4 – General Liability Sub Section 5B – Trustees Directors and Officers Liability Sub Section 5C – Employment Practices Liability or Section 6 – Legal Expenses
 - (b) any medical advice or treatment (other than first aid medical treatment) trials involving drugs or testing of human samples
 - (c) any liability assumed by the Insured under any contract or agreement which would not otherwise have attached
 - (d) advice design or specification which to the knowledge of the Insured will be incorporated in any mechanically propelled vehicle aircraft aerial or aerospace device or satellite
 - (e) the ownership possession or use by or on behalf of the Insured of any aircraft watercraft vessel or mechanically propelled vehicle

Section 5 – Indemnity To Management, Sub Section 5A –Professional Indemnity (continued)

- (f) Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance provided that all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
- 6. Any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
- 7. Any liability arising from any actual or alleged breach of duty arising from any negligent act error or omission on the part of any Trustee director or officer which arises solely by reason of the conduct of their duties as a Trustee director or officer of the School
- 8. Any claim arising from or related to any infringement of patent copyright trade mark or design rights not committed in good faith
- 9. Any claim arising from a breach of secrecy and / or confidentiality agreements relating to intellectual property
- 10. Any claim arising from any breach of any obligation owed by the Insured as employer to any Employee
- 11. Any claim alleging wrongful suspension or expulsion of or refusal to enrol any student except where such suspension expulsion or refusal to enrol occurs after the Insured has sought and followed established procedures and the advice of a solicitor well versed in the law and regulations relating to such actions
- 12. The first €300 of each and every claim
- 13. (a) fines or penalties
 - (b) punitive or exemplary damages
 - (c) liquidated damages
- 14. Any claim directly or indirectly caused by arising from in consequence of or in any way involving asbestos but this Exclusion shall not apply to Bodily Injury or loss of or Damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or Damage to material property
- 15. Any claim for loss of or Damage to any Money or property of the Insured or for which they are responsible arising directly or indirectly from any dishonest or fraudulent act or omission on the part of any Principal Employee or agent of the Insured
- 16. Loss for any case pursued or defended without the express prior consent of the Company or contrary to or in a different manner from that advised by the Appointed Solicitor

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

SUB SECTION CONDITION

Senior Counsel Clause

The Insured shall give all such assistance as the Company may require but shall not be required to contest any legal proceedings unless a senior counsel to be mutually agreed upon between the Company and the Insured shall advise that such proceedings could be contested with the probability of success

Sub Section 5B– Trustees Directors and Officers Liability

Sub Section Definitions

For the purposes of this Sub Section the following Definitions apply

1. **Loss** means

- (a) damages awarded against the Insured
- (b) Law Costs

2. **Wrongful Act** means

any actual or alleged breach of duty arising from any negligent act error or omission on the part of any Trustee director or officer which arises solely by reason of the conduct of their duties as a Trustee director or officer of the School

3. **Retroactive Date** means

1st May 1990 unless a different date is stated in the Schedule

Sub Section Insuring Clause (what is insured)

The Company will indemnify the Insured in respect of legal liability for Loss arising from any claim or claims made against the Insured by reason of any Wrongful Act by the Insured in connection with a School Related Activity

Provided that

(a) this Sub Section will only provide indemnity in respect of claims

- (i) first made against the Insured during the Period of Insurance and
- (ii) reported to the Company during the Period of Insurance in accordance with General Condition 11(b) and
- (iii) resulting from a Wrongful Act committed during the Period of Insurance or prior to the Period of Insurance but subsequent to the Retroactive Date

(b) the total aggregate liability of the Company in respect of all Loss arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated in this Sub Section Insuring Clause

(c) all claims which are the subject of or attributable to the same Wrongful Act or to a series of Wrongful Acts (which expression shall include multiple Wrongful Acts committed against the same person) shall be treated as one claim and shall be deemed to have been committed on the date such first Wrongful Act occurred

(d) all claims arising from a Wrongful Act or a series of Wrongful Acts consequent or attributable to one source or original source shall be deemed to be one claim and be considered first made during the Period of Insurance in which the earliest such claim was first made and the Limit of Indemnity in effect at that time shall prevail

Sub Section 5B -Trustees Directors and Officers (continued)

- (e) any claim arising as a consequence of any Wrongful Act which has been notified to the Company in compliance with General Condition 11(b) shall be deemed to have been first made on the date on which the conduct or circumstance was so notified to the Company
- (f) regardless of the number of succeeding policies of a like nature issued by the Company the liability of the Company shall not be cumulative in amounts from one Period of Insurance to another Period of Insurance
- (g) the Company will not be liable for any claim or claims arising from any Wrongful Act of which the Insured had actual knowledge prior to the inception of this Policy or for any claim or claims notified to a previous insurer or which should have been notified under the terms and conditions of a policy issued by a previous insurer

The Limit of Indemnity in respect of this Sub Section is €2,500,000 in any one Period of Insurance

Sub Section Exclusions (what is not insured)

This Sub Section does not cover

1. Indemnity to any person committing participating in condoning instigating or knowingly allowing any intentional dishonest fraudulent criminal or malicious act or omission
2. Indemnity to the Insured in respect of liability of the Insured arising out of any act omission conduct or contact described in 1. above committed by any person after
 - (a) the Insured had actual knowledge that or had reasonable grounds for believing that such person had been involved in any such act omission conduct or contact
 - (b) failure by the Insured to fully investigate and / or act upon any allegation that such person had been involved in any such act omission conduct or contact
3. Any claim arising out of a Wrongful Act committed prior to the Retroactive Date
4. Any claim arising from liability for Bodily Injury or loss of or Damage to material property
5. Liability arising directly or indirectly out of or in connection with
 - (a) any claim where cover is more specifically provided (or would have been provided but for the application of a proviso Condition or Exclusion thereunder) under Section 4 – General Liability Sub Section 5A – Professional Indemnity Sub Section 5C – Employment Practices Liability or Section 6 – Legal Expenses
 - (b) any medical advice or treatment (other than first aid medical treatment) trials involving drugs or testing of human samples
 - (c) any liability assumed by the Insured under any contract or agreement which would not otherwise have attached
 - (d) advice design or specification which to the knowledge of the Insured will be incorporated in any mechanically propelled vehicle aircraft aerial or aerospace device or satellite

Sub Section 5B -Trustees Directors and Officers (continued)

- (e) the ownership possession or use by or on behalf of the Insured of any aircraft watercraft vessel or mechanically propelled vehicle
 - (f) Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance provided that all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
6. Any claim arising from or related to any infringement of patent copyright trade mark or design rights not committed in good faith
 7. Any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
 8. Any claim arising from a breach of secrecy and / or confidentiality agreements relating to intellectual property
 9. Any claim arising from any breach of any obligation owed by the Insured as employer to any Employee
 10. The first €300 of each and every claim
 11. (a) fines or penalties
(b) punitive or exemplary damages
 12. Any claim directly or indirectly caused by arising from in consequence of or in any way involving asbestos but this Exclusion shall not apply to Bodily Injury or loss of or Damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or Damage to material property
 13. Loss for any case pursued or defended without the express prior consent of the Company or contrary to or in a different manner from that advised by the Appointed Solicitor

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

Sub Section Condition

Senior Counsel Clause

The Insured shall give all such assistance as the Company may require but shall not be required to contest any legal proceedings unless a senior counsel to be mutually agreed upon between the Company and the Insured shall advise that such proceedings could be contested with the probability of success

Sub Section 5C – Employment Practices Liability

Sub Section Definitions

For the purposes of this Sub Section the following **Definitions** apply

1. Loss means

- (a) damages awarded against the Insured
- (b) Law Costs

2. Wrongful Employment Practice means

- (a) unfair dismissal or wrongful dismissal or suspension of an Employee
- (b) discrimination (including victimisation) in the employment field against any Employee or any applicant for employment by the Insured on the grounds of gender marital status family status sexual orientation religion age physical and / or mental disability race colour nationality ethnic or national origins or membership of the traveller community
- (c) refusal to employ a qualified applicant for employment
- (d) failure to offer or afford the same terms of employment working conditions or treatment
- (e) employment related harassment including sexual harassment bullying of any kind coercion or intimidating offensive or hostile working environment

3. Retroactive Date means

1st May 1990 unless a different date is stated in the Schedule

Sub Section Insuring Clause (what is insured)

The Company will indemnify the Insured in respect of legal liability for Loss arising from any claim or claims made against the Insured by reason of any Wrongful Employment Practice in connection with a School Related Activity

Provided that

- (a) this Sub Section will only provide indemnity in respect of claims
 - (i) first made against the Insured during the Period of Insurance and
 - (ii) reported to the Company during the Period of Insurance in accordance with General Condition 11(b) and
 - (iii) resulting from any Wrongful Employment Practice committed during the Period of Insurance or prior to the Period of Insurance but subsequent to the Retroactive Date
- (b) the total aggregate liability of the Company in respect of all Loss arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated in this Sub Section Insuring Clause
- (c) all claims which are the subject of or attributable to the same Wrongful Employment Practice or to a series of Wrongful Employment Practices shall be treated as one claim and shall be deemed to have been committed on the date such first Wrongful Employment Practice occurred

Sub Section 5C - Employment Practices Liability (continued)

- (d) all claims arising from a Wrongful Employment Practice or a series of Wrongful Employment Practices consequent or attributable to one source or original source shall be deemed to be one claim and be considered first made during the Period of Insurance in which the earliest such claim was first made and the Limit of Indemnity in effect at that time shall prevail
- (e) any claim arising as a consequence of any Wrongful Employment Practice which has been notified to the Company in compliance with Condition 11(b) shall be deemed to have been first made on the date on which the conduct or circumstance was so notified to the Company
- (f) regardless of the number of succeeding policies of a like nature issued by the Company the liability of the Company shall not be cumulative in amounts from one Period of Insurance to another Period of Insurance
- (g) the Company will not be liable for any claim or claims arising from any Wrongful Employment Practice of which the Insured had actual knowledge prior to the inception of this Policy or for any claim or claims notified to a previous insurer or which should have been notified under the terms and conditions of a policy issued by a previous insurer

The Limit of Indemnity in respect of this Sub Section is €2,500,000 in any one Period of Insurance

Sub Section Exclusions (what is not insured)

This Sub Section does not cover

1. Indemnity to any person committing participating in condoning instigating or knowingly allowing any intentional dishonest fraudulent criminal or malicious act or omission
2. Indemnity to the Insured in respect of liability of the Insured arising out of any act omission conduct or contact described in 1. above committed by any person after
 - (a) the Insured had actual knowledge that or had reasonable grounds for believing that such person had been involved in any such act omission conduct or contact
 - (b) failure by the Insured to fully investigate and / or act upon any allegation that such person had been involved in any such act omission conduct or contact
3. Any claim arising from any deliberate or intentional breach of the terms of any contract of employment
4. Liability in connection with any claim alleging
 - (a) unfair or wrongful dismissal or suspension of any Employee
 - (b) unfair or wrongful change in the terms of employment or job specification of any Employeeexcept where such dismissal suspension or change occurs after the Insured has sought and followed
 - (i) current and established procedures
 - (ii) the advice of a solicitor well versed in the law and regulations relating to such actions
5. Liability to make remuneration payments including pay in lieu of notice and / or redundancy payments which the Insured is legally obliged to pay under the terms of any contract of employment

Sub Section 5C - Employment Practices Liability (continued)

6. Any claim arising out of any Wrongful Employment Practice which occurred or is alleged to have occurred prior to the Retroactive Date
7. Any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
8. Liability for any claim where cover is more specifically provided (or would have been provided but for the application of a proviso Condition or Exclusion thereunder) under Section 4 – General Liability Sub Section 5A Professional Indemnity Sub Section 5B – Trustees Directors and Officers Liability or Section 6 – Legal Expenses
9. Liability assumed by the Insured under any contract or agreement (other than a contract of employment with the Insured) which would not otherwise have attached
10. Any claim arising from liability for Bodily Injury or loss of or Damage to material property
11. Liability arising from costs of complying with physical modifications to School Property or to a School Related Activity to reasonably accommodate any Employee or any applicant for employment as required by law
12. Liability arising from lock-out strike picket line or other similar actions resulting from labour disputes or labour negotiations
13. The first €300 of each and every claim
14. (a) fines or penalties
(b) punitive or exemplary damages
15. Any claim directly or indirectly caused by arising from in consequence of or in any way involving asbestos but this Exclusion shall not apply to Bodily Injury or loss of or Damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or Damage to material property

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

Sub Section 5D – Fidelity Guarantee

Sub Section Insuring Clause (what is insured)

The Company will indemnify the Insured for loss of or Damage to any Money or property of the Insured or for which they are responsible resulting from any dishonest or fraudulent act or omission on the part of any principal Employee or agent of the Insured occurring during the Period of Insurance in connection with a School Related Activity

Provided that

- (a) on discovery of any dishonest or fraudulent act or omission (whether it is intended to make a claim or not) the Insured shall immediately give written notice to the Company of the extent of the loss as then known together with the name and last known address of the responsible party
- (b) the Insured shall take all measures to prevent further loss and all reasonable steps to recover the amount of any such loss and the liability of the Company shall be limited to the excess of the amount so recovered
- (c) any monies or assets held by the Insured which but for the dishonest or fraudulent act or omission would have been due from the Insured shall be deducted from any amount payable hereunder Any subsequent recovery shall be shared in the proportion that the amount of the loss borne by the Company and the Insured bears to the amount of the loss
- (d) all claims arising from any dishonest or fraudulent act or omission or a series of any dishonest or fraudulent acts or omissions consequent or attributable to one source or original source shall be deemed to be one claim and be considered to have occurred during the Period of Insurance in which the earliest such claim occurred and the Limit of Indemnity in effect at that time shall prevail
- (e) the total aggregate liability of the Company in respect of loss arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated in this Sub Section Insuring Clause
- (f) the Insured shall ensure that all School books of account are audited at least annually by a suitably qualified person or persons
- (g) immediately following the discovery of any dishonest or fraudulent act or omission cover shall cease for all further dishonest or fraudulent acts or omissions by such person or persons

The Limit of Indemnity in respect of this Sub Section is €250,000 in any one Period of Insurance

Sub Section Exclusions (what is not insured)

This Sub Section does not cover

1. The first €300 of each and every loss
2. Any loss or damage occurring prior to the attachment of cover under this Sub Section

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

Section 6 -Legal Expenses

Section Definitions

For the purposes of this Section the following **Definitions** apply

1. Insured means

- (a) the School and any body corporate trust or other entity by which such establishment has legal status which holds its rights and assets and / or bears its liabilities
- (b) the patron and / or Trustees
- (c) each individual member of the board of management / governors

2. Appointed Solicitor means

the Solicitor appointed to act for the Insured for the purposes of this Section

Section Insuring Clause (what is insured)

The Company will indemnify the Insured in respect of

1. Legal costs and expenses reasonably and properly incurred by the Insured with the express prior approval of the Company during the Period of Insurance arising from or directly connected with the
 - (a) pursuit of legal proceedings
 - (i) arising from any dispute relating to contractual relationships between the Insured and any Employee ex-Employee or prospective Employee
 - (ii) for damages arising from legal liability

in connection with a School Related Activity
 - (b) pursuit or defence of legal proceedings
 - (i) arising from contractual relationships between the Insured and any supplier in respect of a contract for the purchase hire sale or supply of goods or services in connection with a School Related Activity
 - (ii) in respect of Damage to School Property or any infringement of the legal rights of the Insured or of another relating to the ownership and occupation of School Property
 - (c) defence of the Insured in any prosecution for breach of statute statutory instrument order or regulation in connection with a School Related Activity

The Limit of Indemnity in respect of this Sub Section is €1,000,000 in any one Period of Insurance

Section 6 – Legal Expenses (continued)

2. Legal costs and expenses reasonably and properly incurred by the Insured with the express prior approval of the Company arising in connection with the investigation and preparation of any report in connection with any matter which may give rise to a claim under this Section or under Section 5 – Indemnity to Management

The Limit of Indemnity in respect of this Sub Section is €25,000 in any one Period of Insurance

Provided that

- (a) the Insured has reasonably exhausted all internal policies and procedures in relation to the matter
- (b) the Company will only accept a claim under this Section if the relevant legal proceedings offer reasonable prospects for success. The Company may at any time discontinue indemnity if in the course of a claim it is felt that such prospects no longer exist. If the Company refuses to accept or discontinues any claim it will inform the Insured of the reasons for doing so
- (c) the liability of the Company in respect of all legal costs and expenses during the Period of Insurance shall not exceed the Limits of Indemnity stated in this Section Insuring Clause
- (d) the Insured shall not be entitled to indemnity under this Section in respect of any claim for which indemnity is more specifically provided (or would have been provided but for the application of a proviso Condition or Exclusion thereunder) under Section 4 – General Liability or Section 5 – Indemnity to Management
- (e) all claims consequent or attributable to one source or original source shall be deemed to be one claim and be considered to have occurred during the Period of Insurance in which the earliest such claim occurred and the Limit of Indemnity in effect at that time shall prevail

Section Exclusions (what is not insured)

This Section does not cover

1. Legal costs and expenses relating to or arising from
 - (a) Bodily Injury to any persons
 - (b) any incident breach or alleged breach of law or legal responsibility occurring prior to the attachment of cover under this Section provided that in the case of claims for multiple incidents breaches or alleged breaches of the law or legal responsibilities the first causal incident or breach shall be decisive
 - (c) a dispute between the Insured and the Company
 - (d) any claim for legal costs and expenses relating to monies owed to the Insured not made within six months of such monies becoming due and payable
 - (e) any prosecution deliberately and intentionally solicited by the Insured
 - (f) any deliberate or intentional breach by the Insured of an express term of any contract
2. Legal costs and expenses incurred
 - (a) prior to the acceptance of a claim as valid by the Company
 - (b) without the express prior approval of the Company

Section 6 – Legal Expenses (continued)

- (c) in any case pursued or defended without the express prior consent of the Company or contrary to or in a different manner from that advised by the Appointed Solicitor
 - (d) where there is failure to give proper instructions in due time to the Appointed Solicitor or where there is any delay by the Insured which in the opinion of the Company is prejudicial to the case
 - (e) for which a third party would be liable
3. Any compensation awards damages fines or penalties
 4. The pursuit of any claim for infringement of legal rights relating to the ownership or occupation of School Property arising from a contract made between the Insured and a third party
 5. Any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
 6. The first €300 of each and every claim
 7. Legal costs and expenses arising directly or indirectly out of or in connection with Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance provided that all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
 8. Legal costs and expenses arising directly or indirectly out of or in connection with any intentionally dishonest fraudulent criminal or malicious act or omission committed by any person after the discovery in relation to that person of reasonable cause for suspicion of such intentionally dishonest fraudulent criminal or malicious act or omission
 9. Any claim directly or indirectly caused by arising from in consequence of or in any way involving asbestos but this Exclusion shall not apply to Bodily Injury or loss of or Damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or Damage to material property

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

Section Conditions

1. Representation

- (a) Upon acceptance of a claim by the Company the Insured shall notify the Company which solicitor from the Company's panel of solicitors they wish to act for them
- (b) If the Insured fails to nominate a solicitor or requests the Company to do so on their behalf the Company will instruct a solicitor accordingly if it considers this necessary to protect the interests of the Insured
- (c) The solicitor nominated to act for the Insured shall be appointed by the Company in the name of and on behalf of the Insured

Note:

Appointment of a solicitor from the Company's panel is for the purposes of expediting the claim process and in no way affects the rights of the Insured to appoint a solicitor or other appropriately qualified person of their choice in accordance with Article 7 of the European Communities (Non Life Insurance) (Legal Expenses) Regulations 1991

Section 6 – Legal Expenses (continued)

2. Control of Claim

- (a) The Company shall have direct access to the Appointed Solicitor at all times. The Insured shall co-operate with the Company and the Appointed Solicitor in all respects and shall keep the Company fully and continually informed of all material developments in the legal representations or proceedings.
- (b) At the request of the Company the Insured shall instruct the Appointed Solicitor to immediately produce any documents, information or advice in their possession. The Insured shall also give the Appointed Solicitor such other instructions in relation to the conduct of the claim as the Company may require.
- (c) The Company shall be notified immediately of any offer or payment into court made with a view to settling the Insured's claim for damages. If such offer or payment is not accepted by the Insured and the amount thereof is equal to or in excess of the total damages eventually recovered, the Company shall have no liability for any further legal costs and expenses or opponent's costs unless the Company gave authority for the continuation of proceedings.
- (d) If in any proceedings the Insured is unsuccessful in any claim, defence or appeal, no further appeal or other proceedings may be commenced without the prior written approval of the Company.

3. Withdrawal

- (a) If the Insured withdraws from a claim without the prior consent of the Company, then the Insured shall become responsible for all costs and expenses paid or incurred by the Company in connection with the claim.
- (b) In the event that
 - (i) The Appointed Solicitor refuses to continue to represent the Insured
 - and / or
 - (ii) The Insured withdraws the claim from the Appointed Solicitor

then the liability of the Company will cease immediately unless the Company agrees to the appointment of another solicitor to continue with the claim.

Section 7- Personal Accident

Section Definitions

For the purposes of this Section the following **Definitions** apply

1. **Accidental Bodily Injury** means

bodily injury caused solely by accidental violent and visible means external to the body which directly and independently of any other cause results within 12 (twelve) calendar months in

- (a) Death
- (b) Loss of Limb
- (c) Loss of Sight or Hearing
- (d) Permanent Disability
- (e) Medical dental or optical expenses not recoverable from any other source
- (f) Loss of mental faculty

2. **Loss of Limb** means

total loss by physical severance at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg

3. **Loss of Sight or Hearing** means

total and irrecoverable loss of sight in one or both eyes or hearing in one or both ears

4. **Permanent Disability** means

the permanent inability to attend to any occupation or profession

5. **Replacement Employee** means

suitable replacement Employee for the duration of the absence of any Employee of the Insured who is unable to attend their usual occupation or profession as a result of Accidental Bodily Injury sustained in connection with School Related Activity

Section 7 – Personal Accident (continued)

**Section Insuring Clause
(what is insured)**

If any member of the board of management / governors Trustee teacher or Employee (the Insured Person) of the School suffers Accidental Bodily Injury as a result of an accident in connection with a School Related Activity or as a result of any actual or attempted robbery or hold-up in connection with a School Related Activity the Company will (unless stated to the contrary below) pay to the member the amount shown in the Table of Benefits

Table of Benefits	
Accidental Bodily Injury causing	Limit
Death	€125,000
Loss of Sight in one eye or Loss of one Limb	€100,000
Loss of Sight in both eyes or Loss of both Limbs	€150,000
Loss of Hearing in one ear	€30,000
Loss of Hearing in both ears	€100,000
Permanent Disability	€150,000
Replacement Employee – per week (payable to the Insured)	€500
Medical dental and optical expenses not recoverable from any other source up to a maximum of	€30,000

Section Extensions

Unless stated to the contrary none of the under noted Extensions shall operate to increase the liability of the Company beyond the Sums Insured included in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions Conditions and Endorsements of this Section and this Policy

1. Pay to the Insured the cost incurred by the Insured in sourcing a Replacement Employee for an amount not exceeding €500 per week
 Provided that
 - (a) the Company will not be liable to make any payment where the Replacement Employee is provided by and / or remunerated by any other source
 - (b) the Company will only be liable for the actual cost of engaging a Replacement Employee or the amount specified above whichever is the lesser
 - (c) the Company will not be liable for a Replacement Employee of less than 7 (seven days)
 - (d) liability of the Company under this cover will not exceed a period of 100 (one hundred) weeks

2. If as a result of actual or attempted robbery or hold up the Insured or any Employee of the Insured shall in the course of their duties sustain loss or Damage to clothing and personal effects the Company will pay the amount of such loss or Damage provided that not more than one benefit shall be payable to any one person in respect of any one accident

Section 7 – Personal Accident (continued)

3. Counselling Costs Contribution

At the request of the Insured and upon the conclusion of The National Educational Psychological Service (NEPS) support to the School the Company will contribute €400 per person towards additional counselling expenses incurred by an Employee or Pupil of the School arising out of a critical incident in connection with the School School employees pupils or a School related activity

The total aggregate amount under this Extension shall not exceed €10,000 in any one Period of Insurance in respect of any one location shown on the Schedule

Section Exclusions (what is not insured)

This Section does not cover

1. Any accident in connection with
 - (a) the construction reconstruction structural alteration or demolition of Property Insured other than general repair maintenance and decoration
 - (b) work on the exterior of a building in excess of 15 metres from ground level
 - (c) work on the interior of a building in excess of 15 metres above floor level
 - (d) work involving the use of scaffolding other than mobile scaffold towers
 - (e) the use of power driven woodworking machinery other than portable tools applied to the work by hand
 - (f) tree felling or lopping
2. Wilful exposure to danger (except in an attempt to save human life) or any unlawful act
3. More than one Benefit (other than medical expenses) to each person for any one accident
4. More than €6,500,000 for any one accident irrespective of the number of persons involved
5. Benefit to any person who suffers Accidental Bodily Injury whilst engaged in
 - (a) flying other than as a fare paying passenger
 - (b) boxing wrestling or any form of combat
 - (c) motor competitions
 - (d) mountaineering or rock climbing necessitating the use of ropes or guides
 - (e) parachuting or hang gliding
 - (f) pot-holing or similar underground activities
 - (g) speed duration tests or races of any kind other than on foot

Section 7 – Personal Accident (continued)

- (h) steeplechasing show jumping polo playing or hunting
 - (i) water skiing boating in any vessel designed to travel at speed in excess of 30 knots (other than as a fare paying passenger) transoceanic sailing diving with breathing apparatus
 - (j) winter sports
6. Any consequences of attempted self-injury or use of intoxicants or drugs (unless under medical supervision)
7. Any existing physical or mental defect or infirmity or insanity
8. Any accident arising directly or indirectly out of or in connection with
- (a) any intentional dishonest fraudulent criminal or malicious act or omission
 - (b) any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification discrimination coercion harassment or pressure of any kind
- whether or not such liability or claim arises from or allegedly arises from or relates in any way to or allegedly relates in any way to
- (i) the employment contracting with hiring retention placement training or supervision by the Insured or other persons
 - (ii) any failure or alleged failure to research the background or suitability of or to monitor or respond to alleged complaints relating to Employees agents servants members of the Insured or any other person
 - (iii) the conduct of any person or persons to whom the Insured has delegated any duties or functions
9. Any claim directly or indirectly caused by arising from in consequence of or in any way involving asbestos but this Exclusion shall not apply to Bodily Injury or loss of or Damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or Damage to material property

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

Section Conditions

1. Payments

No benefit shall be paid until the total amount has been ascertained but periodic payments on account of medical expenses may be made at the discretion of the Company

2. Claims

The Company shall be entitled to seek all certificates information and evidence as required and to call for an examination by a qualified medical practitioner appointed by the Company for a non-fatal injury or a postmortem examination if death occurs

GENERAL EXCLUSIONS

Applicable to all Sections of this Policy

The Company will not indemnify the Insured in respect of

1. Radioactive Contamination

- (a) loss destruction of or Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

The exclusion in this sub-clause (iv) 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 the Insured for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended

2. War and Terrorism

Any liability loss damage cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) war invasion acts-of-foreign-enemies hostilities or warlike-operations (whether war be declared or not) civil-war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- (b) any Act of Terrorism

For the purpose of this Exclusion Act of Terrorism means any 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

This Policy also excludes liability 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 anything contained in (a) and/or (b) above

If the Company allege that by reason of this Exclusion any liability loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured

General Exclusions (continued)

In the event that any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

3. Cyber Event

Any loss Damage expense or liability arising out of a Cyber Event

For the purposes of this Section Exclusion the following **Definitions** apply

Cyber Event means

- any unauthorised Processing of Data by the Insured
- any breach of laws and infringement of regulations pertaining to the maintenance or protection of Data
- any Network Security Failure in the Insured's Sphere

Data includes but is not limited to Personal Data facts concepts and information software or other coded instructions in a formalized manner useable for communications interpretation or processing

Personal Data means any information relating to an identified or identifiable natural person an identifiable natural person is one who can be identified directly or indirectly in particular by reference to an identifier such as a name an identification number location data an online identifier or to one or more factors specific to the physical physiological genetic mental economic cultural or social identity of that natural person

Processing means any operation or set of operations which is performed on data or on sets of data whether or not by automated means such as collection recording organization structuring storage adaptation or alteration retrieval consultation use disclosure by transmission dissemination or otherwise making available alignment or combination restriction erasure or destruction

Damage to Data means any loss destruction corruption of Data. Any Damage to Data of a Third Party by the Insured is not a Cyber Event if there is not any Network Security Failure involved

Insured's Sphere means any system or device leased owned operated or lost by or which is made available or accessible to the Insured for the purpose of Processing Data

Network Security failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorized access and/or theft of Data loss of operational control of Data transmission of virus or malicious code and/or denial of service

This exclusion does not apply to

- (a) Sub Section 4A Employers Liability
- (b) Bodily Injury and/or loss of or Damage to material property as set out under Sub Section 4B Public Liability Insuring Clause
- (c) Damage to School Property including any consequential financial losses as set out under Section 1 Property and Section 2 Consequential Loss Insuring Clauses caused by fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers taking part in labour disturbances malicious persons earthquake storm flood bursting overflowing discharging or leaking of water tanks oil tanks apparatus or pipes sprinkler leakage or impact by any road vehicle or animal
- (d) The Data Protection Extension as set out under Sub Section 4B Public Liability Sub Section Extensions

(e) Sub Section 5A Professional Indemnity and Sub Section 5B Trustees Directors and Officers Liability

Provided that

The Company shall not be liable in respect of any failure by the Insured to take all reasonable

- (i) precautions to prevent or cease any activity which may give rise to a liability; and
- (ii) steps to observe and comply with all statutory or local authority laws obligations and requirements

4. Data Recognition

Costs or expenses directly or indirectly caused by consisting of arising from or connected with the failure or inconsistency in performance or function of any equipment whether the property of the Insured or not to

- (a) correctly recognise or establish any date as its true calendar date
- (b) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information or command or instruction as a result of failure in date based functionality and/or associated algorithms or rules
- (c) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information as a result of the operation of any command which had been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise capture save retain or to manipulate calculate interpret or process correctly such data or information as a result of failure in date based functionality and/or associated algorithms or rules

But this Exclusion shall not exclude subsequent Damage not otherwise excluded under the Policy which itself is caused by fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake subterranean fire storm tempest flood escape of water from any tank or apparatus or pipe sprinkler leakage impact by vehicles (or goods falling therefrom) or animal

This Exclusion does not apply to Section 4 General Liability Sub Section 4A Employers Liability

5. Sexual Abuse

The Company will not indemnify the Insured in respect of any liability arising directly or indirectly out of or in connection with Sexual Abuse under any Section or Sub Section of this Policy save to the extent provided for in the Sexual Abuse Extension under Sub Section 4B – Public Liability

General Conditions

Applicable to all Sections of this Policy

1. Due Observance

The observance and fulfilment of the terms and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured or any other indemnified party shall be conditions precedent to any liability of the Company to make any payment under this Policy

2. Material Facts / Duty of Disclosure / Alteration of Risk

When arranging this insurance over the phone or by email or via our website or through your insurance intermediary you declared that the answers you provided were and are to the best of your knowledge and belief true and complete in every respect and that you did not make any misrepresentations

A misrepresentation is where an individual provides fraudulent or inaccurate or misleading or incomplete information

You acknowledged the importance of answering all questions honestly and taking reasonable care not to make a misrepresentation when providing us with answers to the questions asked

Failure to do so may lead to the voidance of your policy and/or your claim not being paid at all or alternatively only part of your claim being paid to you, this could also lead to you having difficulty in trying to purchase insurance elsewhere. In the case of property insurance, the failure of having such insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property

Please note that any "alteration" clause in the policy or any clause which refers to an "alteration of risk" will apply only where the subject matter of the policy has changed or altered

Any clause of the policy which refers to a "material change" will be interpreted as referring to changes that take the risk outside that which was reasonably envisaged by both you and us when the policy sale was concluded

If you are in any doubt as to whether there has been a change in the subject matter of the contract which changes the risk to something that we did not agree to cover then please contact us

3. Subrogation

Where you have a right(s) of action against third parties arising from losses which are covered under your policy we are entitled to recover from such third parties by subrogation except where

- (i) you have not exercised such rights and might reasonably be expected not to exercise those rights due to family or cohabitant relationships and the third party is not insured in respect of their liability to you or where they are insured we may not recover an amount that exceeds what the third party may recover from their own insurance policy
- (ii) you have consented to the use by a third party of a motor vehicle insured under your policy and the third party is not insured in respect of their liability to you or where they are insured we may not recover an amount that exceeds what the third party may recover from their own insurance policy
or
- (iii) you are the employer we will not subrogate against your Employee unless the loss was caused by your Employee intentionally or recklessly and with knowledge that loss would probably result

General Conditions (continued)

However these limitations on our subrogation rights will not apply where the actions of any third party that gave rise to or contributed to any loss was serious or wilful misconduct

Where your policy cover excludes any liability assumed by agreement and where you have entered an agreement with a third party which excludes or limits your rights to recover damages from any person in relation to any loss covered by this insurance we may not indemnify you in respect of that loss

4. Cancelling your policy

You may cancel the policy at any time by writing to us.

We will only cancel your policy from the date we receive the relevant documents. No premium refund for the unexpired Period of Insurance will be issued and losses happening after the cancellation date will not be covered

We may cancel the policy at any time by issuing a written notice to you at your last known postal address. If we cancel your policy and nothing has happened that may result in a claim during the current Period of Insurance we will refund part of your premium for any remaining Period of Insurance. The exception to this is when the reason for cancellation is as shown in the General Policy Conditions of this policy and where it says we are entitled to keep the premium

No matter who cancels the policy if there has been a claim during the Period of Insurance we will not return any of the premium you have paid

If you cancel your policy within the first 14 working days of the Period of Insurance no transaction charge will apply. However if you cancel your policy after the first 14 working days a transaction charge will apply. This transaction charge is outlined on your policy schedule. If we cancel your policy at any stage no transaction charge will apply

5. Phased Claim Payments

We reserve the right to release claim payments on a phased basis as agreed repair or reinstatement work is completed. Once we agree the work to be undertaken and the estimated cost of that work we will release a portion of the payment to enable you to commence the repair or reinstatement work. We will release subsequent payment(s) to you once we have obtained final invoices/receipts from you and we are satisfied that the work has been completed and the repair costs have been incurred as agreed with you

6. Reasonable Precautions

The Insured shall at all times exercise reasonable care to

- (a) take all reasonable precautions to prevent Damage Business Interruption Bodily Injury Nuisance accidents or loss of or Damage to material property
- (b) maintain all Property Insured in good condition
- (c) exercise reasonable care in the selection and supervision of steady and competent Employees
- (d) take all reasonable steps to comply with all applicable laws statutory enactments or local authority bye-laws regulations obligations and requirements

General Conditions (continued)

7. Other Insurances

If any insurance under this Policy is also the subject (in whole or in part) of any other policy the liability of the Company shall apply in excess of and not as contributory with such other policy

8. Arbitration

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or failing agreement by the Chair of the Council of the Bar of Ireland (or any other replacement or successor body). Where any difference is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned

9. Fraud

If any claim under this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insureds behalf to obtain any benefit under this Policy or if any Damage be occasioned by the Insureds wilful act or with the Insureds connivance all benefit under this Policy shall be forfeited

10. Governing law

You and we may choose the law applicable to this contract. It is hereby agreed that this contract is governed by Irish Law unless we agree with you otherwise in writing. The Irish Courts will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the arbitration clause of this policy

11. Claims Procedure

(a) Applicable to all Sections

- (i) In the event of an occurrence which may give rise to a claim for indemnity under this Policy the Insured shall give immediate notice to the Company. Notifications will be handled in line with the Company's data protection policy. Every letter claim summons and process should be notified or forwarded to the Company. The Insured shall inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document which must remain unanswered by the Insured
- (ii) If School Property is lost or if theft or malicious Damage is suspected the Insured must inform the Garda Síochána or other Police Authority immediately and take all reasonable practical steps to recover the property lost. No property may be abandoned to the Company
- (iii) The Insured must supply at their own expense all reports certificates plans specifications information and assistance reasonably required by the Company
- (iv) No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured or any indemnified party the defence or settlement of any claim or to prosecute in the name of the Insured or any indemnified party for its own benefit any claim for indemnity or damages or otherwise. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured or any indemnified party shall give all such information and assistance as the Company may require. Save in respect of gross negligence the Company will not be liable for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company in the course of any claim or proceedings

- (v) The Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims except for other costs and expenses for which the Company may be responsible which are incurred prior to such payment
- (b) Applicable to Sub Section 4B Sexual Abuse Extension 5A Professional Indemnity Section 5B Trustees Directors & Officers Liability Section and 5C Employment Practices Liability Section only

The Insured shall give immediate written notice to the Company on receiving notification of a claim or after becoming aware of any circumstances which might reasonably be expected to result in a claim irrespective of the views of the Insured as to the validity or otherwise of such claim or prospective claim. Any claim arising from any such circumstances shall be deemed to have been made in the Period of Insurance in which such notice has been given

12. Sanctions

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose the Company to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United States of America and/or any other applicable national economic or trade sanction law or regulations

Allianz p.l.c.

Allianz House
Elmpark
Merrion Road
Dublin 4
D04 Y6Y6.

Tel: (01) 613 3966
Email: education@allianz.ie
Website: www.allianz.ie

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