



# Guide to Insurance, Safety and Security in the School





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# Guide to Insurance, Safety and Security in the School

I am delighted to welcome you to our updated “Guide to Insurance, Safety and Security in the School”. Since we last revised this guide the demands and potential exposures facing schools have continued to change. It is timely therefore to update this Guide to reflect these changes.

Whilst the school environment may have undergone changes over time the one factor that has remained constant is our commitment to providing comprehensive insurance solutions for schools. We consider ourselves privileged to have been involved closely with solving the insurance needs of schools since 1902. During that time we have established a deep understanding of the insurance needs of schools and as a result have developed a unique expertise in the servicing of this specialised market.

I hope you will find this Guide to be of assistance to you and your colleagues in the everyday operation of your school activities. The questions and answers contained within are those we come across most frequently and should help as an easy reference for you on various matters as they arise.

Insurance should not be considered as an unwelcome overhead but as a vital tool in the control of finances. Just consider the costs of damage and liability to which you could be exposed if adequate insurance protection did not exist.

We have always endeavoured to offer what assistance we can in the areas of insurance, safety and security in the school and are committed to this ideal through the updating of this Guide and through the periodical Seminars we organise and Newsletters we issue.

If you have any queries please do not hesitate to contact any of our staff who will be pleased to help you.



Anthony Shannon  
Member of the Board of Management  
Allianz p.l.c.

# Glossary of Terms

The following terms wherever they appear in this document include the reference set out hereunder

## Board

Notwithstanding that in many cases it is the Patron or Trustees that may incur liability in respect of the issues referred to in this document we have used the term Board as it is the Board of Management appointed by such Patrons or Trustees who on a day to day basis have responsibility for the management of the school. Where we have indicated that the Policy provides indemnity to the Board we confirm that such indemnity is also provided to the Patron and/or Trustees for their respective rights/interests.

## Employee

Reference to Employee throughout this document includes all employees engaged by the Board including

- Full and part-time teachers
- Secretarial Staff
- Caretakers
- Special Needs Assistants
- Resource Teachers
- Nurses
- Fixed term employees
- Volunteers engaged by the Board
- Any person supplied lent to or hired by the Board
- Any person who is self employed

all whilst engaged by the Board in School Related Activities

## PIAB (Personal Injuries Assessment Board)

Any reference to PIAB includes The Injuries Board. ie which is the new name for the PIAB adopted since June 2008. The website address for the Injuries Board is:

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

## Policy

Reference to Policy throughout this document refers to the standard Allianz Custodian School Protection Policy. You must refer to your Policy wording and Schedule for precise details of your cover and all terms conditions, limitations and exclusions applicable to it.



## 1.0 What is Insurance?

### Risk

To more fully understand what Insurance is and why it is so necessary, it is first of all important to understand what is meant by the term **Risk**. We can readily identify with the risks of everyday life such as crossing the road or even just getting up in the morning, they are a routine part of our lives. There are, however, some risks we encounter which could impose upon us financial responsibilities of such consequence that we would be unable to meet the cost in the event of their happening.

Such responsibilities could arise out of loss or damage to property or the incurrance of a legal liability. It is this serious financial burden which insurance seeks to alleviate. It should be emphasised however, that while risk attaches to all aspects of our lives, insurance does not seek to protect you against all such risks - you will still take the "risk" of getting up in the morning!

### Principles of Insurance

Insurance is intended to cover the risk of fortuitous loss, that is to say the loss that **may** happen and not the one which will **inevitably** happen. The Insurance Company (**the Insurer**) accepts a premium to provide cover for such losses. From the accumulated premiums the Insurer creates

a fund from which it compensates those who are unfortunate enough to suffer a loss.

The word **Indemnity** occurs in your insurance policy as a promise made by the Insurer to you (**the Insured**). In the event of a certain event happening the Insurer promises that it will indemnify you, which means that it undertakes to place you in the same financial position after the loss as you were immediately before, subject to certain exclusions and limitations of liability contained in your policy.

For example, if the School burns down insurance will pay for the cost of rebuilding. Likewise if, as a result of a School Activity you incur a legal liability, the Insurer will undertake to pay legal costs and expenses and damages which may be agreed with the approval of the Insurer or awarded by a court.

### Premium

**Premium** is the charge that you pay to the Insurer for the financial protection of insurance. The premium recognises risk as having a potentially high cost with a low chance of probability. In other words, the premium takes into consideration the fact that not every School will have a claim.

Premiums are calculated by taking into consideration a number of factors:-

### 1. The statistical cost of claims.

Over a period of time the Insurer will accumulate detailed statistics of the type and cost of claims, including trends. For example, the number and cost of Professional Indemnity and Employment Practices Liability claims have increased over the last five years.

### 2. Costs of Administration

The cost of administration refers to the overheads incurred by any organisation or company in carrying out their day-to-day activities, such as employment costs, heating and maintenance. In the case of an Insurer these would also include the costs of issuing policies and other documentation, dealing with enquiries from policyholders and prospective clients, and the handling of claims.

### 3. Profit

The need for profit by an Insurer, particularly when Schools in general find themselves under financial constraint requires some additional amplification.

Insurers, like very many other businesses, have shareholders who invest funds in the business of the Insurer. Under insurance law a certain minimum level of funds, known as a Solvency Margin, must be maintained by the Insurer for

them to be allowed to continue to operate the business. Usually shareholders maintain a multiple of this solvency margin, X2 or X3, for prudent management reasons.

Profit is therefore required to provide a return to shareholders. Given the risk which is inherent in the insurance business, the return needs to be in excess of that which is available from a risk free investment, such as Government Gilts, otherwise it would be safer for shareholders to invest their funds elsewhere for the same level of return.

## Policy

So far we have dealt with **Risk**, the general principles of **Insurance** and the component parts of **Premium**. The acceptance of the risk by the Insurer constitutes a contract between the Insured and the Insurer. An insurance **Policy** is evidence of the contract between the parties and seeks to draw together all these factors.

The **Policy** outlines what risks are covered and those which are excluded and what limits there are to the Insurer's liability.

The contract between the Insurer and the Insured is for a period of one year and is renewed each year by payment of a renewal premium.



## 2.0 What does the Allianz Custodian School Protection Policy Cover?

**NOTE:** This Booklet is only intended as a guide to give you a better understanding of your Policy and of the actions that you must take in various situations. You must refer to your Policy wording and Schedule for precise details of your cover and all terms, conditions, limitations and exclusions applicable to it.

### Custodian School Protection Policy

The Custodian School Protection Policy is an amalgamation in one document of the insurance covers which a School should prudently have. The policy is divided into 7 Sections:-

#### Section 1. Property

#### Section 2. Consequential Loss

#### Section 3. Money

#### Section 4. General Liability

- Sub-Section 4A - Employers' Liability
- Sub-Section 4B - Public Liability

#### Section 5. Indemnity to Management

- Sub-Section 5A - Professional Indemnity
- Sub-Section 5B - Trustees', Directors' & Officers' Liability
- Sub-Section 5C - Employment Practices Liability
- Sub-Section 5D - Fidelity Guarantee

#### Section 6. Legal Expenses

#### Section 7. Personal Accident

each of which will be summarized in this Chapter.

#### Is the policy comprehensive?

This question is often asked and the answer is both **Yes** and **No**.

**Yes!** As we have said above the policy is an amalgamation in one document of the insurance covers which a School should prudently have.

**No!** It does not cover every risk and it does, like all insurance policies, have exclusions, conditions and limitations.

#### Can insurance cover every risk?

The theory and principle of insurance is that the cover provided is intended only for the fortuitous loss. Many items have a limited life span and damage caused by normal processes of wear and tear is not covered. To cover damage occurring over a long period of time would make an insurance policy a maintenance contract, which is not the purpose of insurance.

### What is the Board required to insure against?

The Department of Education requires that Boards put in place comprehensive insurance cover for the school. A comprehensive policy should ensure that as a minimum the property is insured against the risks of fire, storm damage, flood and other water damage, together with insurance covering the legal liability of the Board to both employees and other persons (including pupils).

The Custodian School Protection Policy covers all of these requirements and more.

### Who is indemnified by the policy?

The Policy indemnifies the School, the Patron, the Trustees and the Board of Management / Governors all in relation to School Related Activities - defined in the Policy as:-

**“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”.**

### Is indemnity provided to anyone else?

Yes, at the request of the Insured (the School / Board of Management) Allianz will indemnify any parent teacher association, past pupil union, Employee or other person in respect of liability for which the Insured would have been indemnified under the policy if the claim had been made against the Insured.

## Section 1. Loss or Damage to School Property

The cover provided by Section 1 of the Custodian School Protection Policy is expressed under the Section Insuring Clause (what is insured) as follows:

**“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 Property”**

and is then qualified by the limitations and exclusions.

The term “Damage” is defined in the policy as follows:-

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

### What property does the section cover?

The Section defines both Buildings and Contents. These definitions are more than adequate for most schools.

We recommend that you read through these definitions to ensure that they are adequate for your School.

Should these definitions not meet your requirements, please advise us as any differences from the standard can be added on request.

### Is all School Property covered?

The policy provides cover for all School Property which is listed in the Policy Schedule. It is therefore very important for you to keep us advised of all such property -including Pre-Fabs, outbuildings, shrines and land - which are owned by or are the responsibility of the School.

### What about buildings which are inherited by or bequeathed to the School?

Cover has been extended to include such property, subject to a maximum of €1,000,000 provided you notify us as soon as practicable and pay any resultant additional premium.

If the cost of reinstatement of any such property exceeds the automatic limit of **€1,000,000**, any increase to a higher amount will only apply from the date on which Allianz is notified of such increased amount.

#### How should the Board insure the premises?

To ensure that the Sums Insured are adequate in the event of a loss, the Board should insure for the full costs of rebuilding the School Property in the event of its destruction and the full value of the contents. (See more detailed Notes on Sums Insured in Chapter 3).

#### Does the policy provide cover for contract works?

Cover under Section 1 of the Policy is extended to apply to construction contracts where the contract price does not exceed **€250,000**. The maximum amount payable in respect of damage to Property Insured (defined in the policy as Contract Works, Plant, Temporary Buildings and Hired in Plant all in connection with the contract) is **€300,000**.

#### What is not covered?

The policy outlines a number of **Section Exclusions (what is not insured)** and in so doing qualifies the broad statement of cover under the **Insuring Clause**

The principal exclusions are:-

- 1: The first **€300** of all claims other than for Fire, Lightning or Explosion, subject to an aggregate amount of **€1,000** in any one Period of Insurance.
- 2: Loss or damage resulting from:-
  - (a) vermin, insects, wet and dry rot, damp or mildew;
  - (b) normal settlement, marring, scratching, exposure to light, change in colour, texture or finish;

- (c) rust, wear, tear, corrosion, shrinkage, expansion, gradual deterioration or any gradually operating cause;
- (d) any form of gradual pollution or contamination.

- 3: Loss or damage resulting from storm, flood, vandalism or malicious damage to:-
  - (a) gates, fences or moveable property in the open exceeding **€10,000** in any one Period of Insurance;
  - (b) lawns, trees and shrubs.
- 4: Malicious damage, escape of water or oil or theft when the building is left **unoccupied** for more than 60 consecutive days.
- 5: Loss, destruction or damage to buildings or structures in the process of construction and to building materials, where the contract price exceeds **€250,000**.

#### Are these the only things not covered?

No, there are other limitations in this Section, but those shown above are the principal ones.

Have a look at the policy document for full details.

Additionally there are a number of General Exclusions which are summarised later in this Chapter.

#### Is cover provided for the property of teachers and pupils?

The property and personal effects of teachers and pupils are covered by the policy where loss or damage occurs within the School Buildings.

#### What about teachers' cars parked in the school ground?

It is not uncommon for teachers and other staff to park their cars in school grounds. The Board may make spaces available, but they do not undertake

responsibility for the safety or security of the vehicles. Cars are parked on school grounds at the risk of the owner.

It is recommended that a Disclaimer Notice be displayed to the effect that the Board does not accept liability for loss or damage to cars parked on school grounds.

### Does the Custodian School Protection Policy cover central heating systems?

Yes. The policy covers loss of or damage to central heating systems. The systems, of course, also include pipes and radiators.

### What about other engineering plant and equipment?

Yes, the definition of School Property includes such machinery. Plant and equipment such as lifts and air receivers (high-pressure plant) must, by law, be inspected. A certificate is issued by the inspecting Company confirming compliance.

Allianz can arrange a special Engineering Policy which includes the inspection of such plant by the Company's engineer.

## Section 2. Consequential Loss (Financial Loss Resulting from Damage Covered by Section 1)

The cover provided in Section 1 of the Custodian School Protection Policy protects the School in respect of loss or damage to material property. However, if normal duties and activities cannot be carried on as a result of any such loss or damage (insured by Section 1) to any of the property, increased costs - such as the hiring of alternative property - can accrue, or loss of revenue may result.

This Section of the policy protects against the financial loss suffered by the School during this period of interference or interruption. The financial loss suffered is limited to 20% of the sum insured on the building(s). This limit may, of course, be increased on request.

### Is 20% of the sum insured of the building(s) adequate?

Provided the sums insured in respect of Buildings are sufficient to reflect the full cost of rebuilding then, in normal circumstances, 20% should be adequate.

In the event of minor damage many schools will be able to accommodate pupils elsewhere in the school.

However in the event of major damage it will be necessary to either:-

- (a) erect temporary buildings (including services) and the cost will depend on the availability of land upon which to erect such temporary buildings, or;
- (b) rent alternative premises while the damaged building is being repaired.

If the School is located in a city or town centre then such costs may be substantial and as such the 20% may not be adequate. A higher amount may be required and the policy can be amended accordingly on request.

### What about other financial loss?

Section 2 provides cover for any financial loss which results from damage covered by Section 1. For example, you may lose revenue as a result of loss or damage to the buildings from the hire of school buildings to outside groups etc., and these losses are covered.

It is important to fully assess all of the potential exposures to financial loss when deciding if 20% of the building(s) sum insured is adequate or not.

### How about costs incurred in preparing a claim?

Cover under Section 2 includes professional accountants fees incurred in connection with a claim for a limit of €25,000 any one claim.

### What is not covered?

- 1: Loss or expense where the School Property is not insured (or where the insurer has refused indemnity) under Section 1.
- 2: Loss or expense resulting from an occurrence which is not insured under Section 1.

### Are these the only things not covered?

No, there are other limitations in the Policy, but those shown above are the principal ones. Have a look at the policy document for full details. Additionally there are a number of General Exclusions which are summarised later in this Chapter

## Section 3. Loss or Theft of Money

Every individual, business, and organisation handles cash and a School is no exception. Section 3 of the policy covers:-

- 1: Loss of money belonging to or in the care of the School.
- 2: Loss of or damage to safe(s) or strong room(s).
- 3: Financial loss following misuse of any Credit Card held for the use of the School.

The definition of money is very wide –

**‘Banknotes, coins, cheques, postal and money orders, unused postage stamps, unused contents of postal franking machines, saving stamps and**

**certificates, prize and premium bonds, revenue stamps, bankers’ drafts, bills of exchange and securities for money, credit company sales vouchers, giro payment orders, VAT vouchers, gift tokens, trading stamps, luncheon vouchers, car park season tickets, travel tickets and travellers’ cheques’**

This definition covers the requirements of almost all Schools. If you have a special requirement let us know and we can amend your policy for you.

### What extensions are included?

The time when you will have the most money on School premises will be when school fees are being collected. For two weeks before and two weeks after such date(s) the limits are doubled.

In addition, if any employee is injured in an actual or attempted robbery the policy will pay a benefit to the injured person.

### Are there any qualifications?

Yes, cover for money in transit is limited to €3,750 per person. Money in excess of €15,000 must be carried by a security company.

### What is not covered?

The principal exclusions are:-

- 1: Loss of Money caused by any fraudulent or dishonest act;
- 2: Loss from an unattended vehicle;
- 3: Misuse of Credit Card by the Insured;
- 4: The first €100 of each and every loss.

## What are the principal limits in the Money Section?

Description	Limit any one loss
Crossed cheques / crossed money orders / crossed postal orders	€500,000
Within any building while the building is occupied and used by the School	€13,500
While in a locked safe	€13,500
In transit or a bank night safe	€13,500
Financial loss following misuse of a credit card	€7,500
Any other loss of Money not otherwise excluded	€1,000

### Are these the only things not covered?

No, there are other limitations in this Section, but those shown above are the principal ones. Have a look at the policy document for full details. Additionally there are a number of General Exclusions which are summarised later in this Chapter.

the employer's failure to take reasonable care in the provision of a safe place of work, in failing to provide suitable and safe equipment, in failing to provide a safe system of work. The employer may also incur a legal liability where one employee is injured as the result of the negligence of another employee.

## Section 4. Liability of the Board to Employees and Other Persons

This section of the Custodian School Protection Policy covers the legal liability of the Board under two principal headings:-

- (a) Employers' Liability and
- (b) Public Liability.

### Sub-Section A. Employers' Liability

Employers Liability insurance indemnifies the Board in respect of its legal liability for Bodily Injury to its Employees - teaching staff, secretaries, cleaners, caretakers, etc. - arising out of and in the course of their employment with the School.

#### How can legal liability for employees attach to the Board?

An employer (ie the Board) may become legally liable if an employee suffers injury as a result of

#### How does the policy protect the Board?

If an Employee is deemed to have been injured as a result of the negligence of the Board, Allianz will undertake to pay legal costs and expenses and damages which may be awarded by a court.

The maximum amount that Allianz will pay is known as the **Limit of Indemnity**. The **Limit of Indemnity** under the Custodian School Protection Policy in relation to Employers Liability is **€13,000,000** in respect of any one accident (not any one person) including all related legal costs and expenses.

#### What is not covered?

The principal exclusions are:-

- 1: Demolition, construction, alteration or repair of buildings;

- 2: Work on buildings in excess of 15 meters from ground level or work involving the use of scaffolding (other than mobile scaffold towers);
- 3: Liability assumed under contract or agreement;
- 4: Use of motor vehicles;
- 5: Any fines, penalties, punitive or exemplary damages.

#### Are these the only things not covered?

No, there are other limitations in this Section, but those shown above are the principal ones. Have a look at the policy document for full details. Additionally there are a number of General Exclusions which are summarised later in this Chapter.

### Sub-Section B. Public Liability

Public Liability insurance indemnifies the Board in respect of its legal liability for **accidental** Bodily Injury to persons (other than its Employees) or for **accidental** damage to third party property. Indemnity is provided in respect of Bodily Injury to pupils, other third parties, or damage to third party property occurring:-

- (a) in or about the School premises and;
- (b) away from the School premises

while engaged in a School Related Activity which is defined in the Policy as:-

“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”.

#### How can legal liability attach to the Board?

Legal Liability (or liability at law) can attach to the Board as a result of accidents arising from:-

- (a) defects in the School premises, furniture, equipment or other property;
- (b) failure to exercise adequate supervision over pupils;
- (c) failure to take reasonable care to avoid accidents to pupils or to other third parties;
- (d) failure to ensure that goods supplied (including food and drink consumed on the premises) are fit for the purpose for which they are intended.

#### How does the policy protect the Board?

If a person (other than an Employee) is deemed to have been injured as a result of the negligence of the Board, the Policy will protect the Board in relation to their legal liability to pay legal costs and expenses and damages which result from any such injury.

The maximum amount that Allianz will pay is known as the **Limit of Indemnity**. The **Limit of Indemnity** under the Custodian School Protection Policy in respect of Public Liability is **€13,000,000** in respect of any one accident (not any one person) including all related legal costs and expenses, with the exception of claims arising out of a defect in a Product when the **Limit of Indemnity** is in the aggregate in any one period of insurance.

#### What is not covered?

The principal exclusions are:-

- 1: Demolition, construction, structural alteration or repair of buildings;
- 2: Work on buildings in excess of 15 meters from ground level or work involving the use of scaffolding other than mobile scaffold towers;
- 3: Any fines, penalties, punitive or exemplary damages;

- 4: Concerts or other fund raising activities where the anticipated attendance exceeds 1,000 persons, except where conducted within the building of a church;
- 5: Any fund raising activity not solely for the benefit of the School;
- 6: Liability assumed under contract or agreement;
- 7: Liability compulsorily insurable in accordance with any Road Traffic Act legislation;
- 8: Pollution or contamination other than sudden and accidental;
- 9: Sexual abuse or harassment;
- 10: Negligent advice, design, specification, formula or breach of duty owed in a professional capacity by the Insured.

#### Are these the only things not covered?

No, there are other limitations in this Section, but those shown above are the principal ones. Have a look at the policy document for full details. Additionally there are a number of General Exclusions which are summarised later in this Chapter.

## Liability General

#### Does the Policy cover any accident or incident?

Some accidents are inevitable and it is not sufficient for an accident to have happened for a claim to be successful. The injured party must be able to prove that the injury or damage resulted from the negligent action (or inaction) of another, and that a "Duty of Care" existed.

#### Who is indemnified by the Policy?

The Policy indemnifies the **Insured** - defined in the Policy as the School, the Patron, the Trustees and the Board of Management / Governors - all in relation to School Related Activities.

#### Is indemnity provided to anyone else?

Yes, **at the request of the Insured**, Allianz will indemnify any parent teacher association, past pupil union, Employee (including teachers) or other person in respect of liability for which the Insured would have been indemnified under the policy if the claim had been made against the Insured.

#### Are the pupils covered?

The policy indemnifies the Insured in relation to their legal liability for accidental Bodily Injury to all third parties - including pupils.

#### Does cover apply to pupils on work experience schemes?

The policy indemnifies the School in respect of legal liability in connection with any work experience schemes organised by the School or in which they participate including indemnity to the employer with whom the pupil is placed, in respect of the performance of such work by the pupil.

#### What about teachers?

As we have said earlier, the policy indemnifies the Insured in relation to their legal liability for accidental Bodily Injury to all third parties - including teachers.

The policy also covers the legal liability of teachers while carrying out their duties as such in connection with School Related Activities.

### Does cover apply to parents?

Here again cover is provided under the policy for the legal liability of the Insured in relation to accidental Bodily Injury to all third parties - including Parents.

On some occasions parents act under the direction and control of the Board and, in this capacity, the liability of these parents is also covered. When parents undertake work in such circumstances they are, in effect, acting as Employees of the Insured.

### What about FÁS employees

Workers participating in FÁS Schemes - such as Community Employment - are employed by the sponsoring committee who are responsible for arranging the appropriate insurance cover.

### Do liability insurance claims always become “confrontational”?

No, many claims are settled without recourse to a hearing in a court of law. However, liability insurance reflects the legal system. Under the present legal system, for any person to succeed in a legal action against a Board, he / she must be able to prove, in a court of law if necessary, that the injury or damage he / she has suffered is as a result of the negligence of another person / party.

In the case of a school, an injured person must be able to prove that the Board or any person acting on its behalf caused their injury or damage.

We are, therefore, involved in legal argument which by its very nature is “confrontational”.

### Has the introduction of PIAB changed this?

The introduction of the Personal Injury Assessment Board has had a positive effect on the way in which some cases are settled. (See Chapter 11 - Claims Procedure for more details).

### Why does it often seem to us that the insurer is “against us”?

This is the problem with a “confrontational” legal system. Where it is necessary to defend a liability claim on your behalf, we have to deal with the claim as a legal argument and we recognise that, at times, the result is traumatic and difficult for the School representative(s).

We try to be sensitive to this and we do understand the difficulties. Remember that however you feel about the merits or otherwise of any claim **we are here to help you.**

### What is negligence?

Negligence has been defined in law as ‘**the omission to do something which a reasonable person would do, or doing something which a reasonable person would not do**’

in respect of a person or persons to whom a Duty of Care is owed. In this respect the “reasonable person” is defined as “the ordinary person in the street”.

In effect this means that we all owe a Duty of Care to ensure that all our actions are reasonable.

### What is meant by the term Duty of Care?

An eminent judge once used the parable of the Good Samaritan to illustrate that in law, as in life, we owe a responsibility to our neighbour. This legal responsibility

requires that what we do (or do not do) must be reasonable and causes neither injury nor damage. This legal responsibility is known as a “Duty of Care”.

For example a Board has a Duty of Care to ensure that the premises, grounds, furniture and equipment are safe and free from any defect likely to cause injury or damage.

Failure to take the required Duty of Care resulting in injury or damage may render the Board legally liable to pay for damages and costs.

#### Who decides Liability?

The law courts are the ultimate arbiters in all disputes. Other cases may be settled out of court on the recommendation of our legal advisors as to award and amount of damages and costs.

#### Does the policy cover only claims following negligence?

No. The policy covers the **legal liability** of the Board. A legal liability can arise in Nuisance and Trespass as well but most claims are made in respect of Negligence.

#### If nuisance is covered, why is it shown in the policy as an ‘Additional Cover’?

In the main body of Sub-Section 4B, the legal liability of the Board to the public is qualified to cover only **Accidental** injury or damage which implies a sudden and unforeseen happening. Nuisance, in law however, is interference **for a substantial period** of time with the use of or enjoyment of property or land or a right.

For example, a faulty security alarm or defective security lighting can, if left in such faulty condition

over a period of time, cause serious disturbance to neighbours. The point mainly at issue is that the neighbours would be anxious to achieve a cessation of the problem rather than seeking damages.

The limit of indemnity for this additional cover is **€2,500,000** in any one Period of Insurance.

#### Are there any qualifications on the Policy?

Yes. As we have stated, the legal liability of the Board to the public is limited to:-

- (a) **Accidental** bodily injury or disease and;
- (b) **Accidental** nuisance and;
- (c) **Accidental** loss or damage to property.

The word **Accidental** is most important as it excludes any intentional, malicious, criminal or fraudulent act.

#### What about legal fees and other costs?

The policy includes all legal costs and expenses incurred in the defence of a claim against the Board as well as damages and costs awarded against the Board. The maximum amount that Allianz will pay, however, is the **Limit of Indemnity** (see How does the policy protect the Board? earlier).

A person taking legal action against either the School, a teacher or the Board which turns out to be unsuccessful, will be responsible for his / her own costs.

#### What about court attendance?

Where, at the request of Allianz, any member of the Board of Management / Governors, Trustee, director, officer or any Employee is required to attend court as a witness in connection with a claim, we will pay the under-noted costs to the Board:-

(a) Any member of the Board of Management /  
Governors, Trustee, director or officer, School  
Principal or Bursar €500

made by any member of the group or  
organisation against another member of the  
group or organisation

(b) Any Employee €250

Consequently all outside groups or persons are  
advised to arrange their own separate insurance cover.

### What about groups or persons using School property?

The policy protects the Board in respect of its (i.e.  
the Board's) legal liability to users of the School  
Property. Claims usually arise as a result of defects  
in the premises.

The group or other persons, however, can incur  
their own liabilities arising out of their activities and  
they should therefore have their own insurance to  
cover any such liabilities.

### What if the groups or persons using the School Property do not have or cannot get insurance?

It is unlikely that they cannot obtain insurance.  
What they generally mean is that the cost of  
insurance cover appears very expensive or is  
outside their financial means.

Allianz recognises that Boards rely, to some extent,  
on the finances generated from outside groups or  
persons using the School Property. The policy,  
therefore, has been extended to include cover for  
these groups and persons **but the cover provided  
is limited**. For example:-

- 1: cover applies only to activities which take place  
at the School Property. Any activities undertaken  
elsewhere therefore are not covered.
- 2: Additionally the extension provided under the  
Custodian School Protection Policy does not  
provide cover in respect of accidental Bodily  
Injury loss or damage giving rise to a claim

There are more questions asked about liability  
insurance than any other. The comments which  
we have made above address the most common  
ones and others will be answered in later  
chapters of this guide.

## Section 5. Indemnity to Management

This section of the Custodian School Protection  
Policy covers the legal liability of the School in  
relation to Professional Indemnity, Trustees,  
Directors' & Officers' Liability, Employment Practices  
Liability and Fidelity Guarantee:

### Sub-Section A. Professional Indemnity

This sub-section covers legal liability of the Insured  
arising from any actual or alleged Wrongful Act in  
connection with a **School Related Activity**,  
provided that claims are first made against the  
Insured during the Period of Insurance, are reported  
to Allianz during the Period of Insurance and which  
result from Wrongful Acts which occur either during  
the Period of Insurance or prior to the Period of  
Insurance but subsequent to the Retroactive Date.

**Wrongful Act** is defined in the Sub-Section as:-

“any actual or alleged

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

**Retroactive Date** is defined in the Policy as “the date on which the Insured first effected Indemnity to Management cover with Allianz”.

The Limit of Indemnity (or maximum amount that Allianz will pay) is **€6,500,000** in any one Period of Insurance.

In similar fashion to the General Liability cover in Section 4, the Board is protected against damages awarded against the Board or settlements agreed, including costs and expenses incurred.

#### Why do we need this cover?

Cover under the Public Liability Sub-Section applies in respect of accidental bodily injury or accidental damage to property. As such any legal liability for financial loss not resulting from injury or damage is not covered under Public Liability.

Additionally, liability due to negligent advice or breach of duty owed in a professional capacity is excluded under the Public Liability Sub-Section - refer to the paragraph headed “**What is not covered?**” under Public Liability above. (See also **Chapter 8 - Liabilities of the Board of Management** where this cover is explained in more detail).

#### Who is covered?

The Sub Section indemnifies **the Insured** - defined in the Policy as the School, the Patron, the Trustees and the Board of Management / Governors - all in relation to School Related Activities.

#### Is indemnity provided to anyone else?

Yes, at the request of the Insured, Allianz will indemnify any parent teacher association, past pupil union, Employee (including teachers) or other

person in respect of liability for which the Insured would have been indemnified under the policy if the claim had been made against the Insured.

#### What about libel or slander?

An action for defamation can be taken against the Insured in relation to the written (libel) or spoken (slander) word. Note that cover is limited to libel or slander **committed in good faith**. Deliberate or malicious comments etc are **not** covered.

#### What is not covered?

The principal exclusions are:-

- 1: Indemnity for any Wrongful Acts which were committed prior to the Retroactive Date
- 2: Indemnity in respect of any Wrongful Acts committed after the Insured had knowledge or reasonable grounds for believing that a person had been involved in any Wrongful Act;
- 3: Any claim arising from any breach of any obligation owed by the Insured as employer to any Employee;
- 4: 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;
- 5: Any fines penalties punitive or exemplary damages;
- 6: The first **€300** of each and every claim.

#### Are these the only things not covered?

No, there are other limitations in this Sub-Section, but those shown above are the principal ones.

Have a look at the policy document for full details. Additionally there are a number of General Exclusions which are summarised later in this Chapter.

## Sub-Section B. Trustees, Directors and Officers Liability

This sub-section covers legal liability of the Insured arising from any actual or alleged Wrongful Act, provided that claims are first made against the Insured during the Period of Insurance, are reported to Allianz during the Period of Insurance and which result from Wrongful Acts which occur either during the Period of Insurance or prior to the Period of Insurance but subsequent to the Retroactive Date.

The term **Wrongful Act** is defined in this Sub-Section as:

**“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”.**

**Limit of Indemnity - €2,500,000 inclusive of Law Costs in any one Period of Insurance**

### What is not covered?

The principal exclusions are:-

- 1: Indemnity for any Wrongful Acts which were committed prior to the Retroactive Date
- 2: Indemnity in respect of any Wrongful Acts committed after the Insured had knowledge or reasonable grounds for believing that a person had been involved in any Wrongful Act;
- 3: Any claim arising from any breach of any obligation owed by the Insured as employer to any Employee;

4: Any fines penalties punitive or exemplary damages;

5: The first **€300** of each and every claim.

### Are these the only things not covered?

No, there are other limitations in this Sub-Section, but those shown above are the principal ones.

Have a look at the policy document for full details. Additionally there are a number of General Exclusions which are summarised later in this Chapter.

## Sub-Section C. Employment Practices Liability

This sub-section covers legal liability of the Insured arising from any actual or alleged Wrongful Employment Practice in connection with a School Related Activity, provided that claims are first made against the Insured during the Period of Insurance, are reported to Allianz during the Period of Insurance and which result from Wrongful Acts which occur either during the Period of Insurance or prior to the Period of Insurance but subsequent to the Retroactive Date.

**Wrongful Employment Practice** is defined in the Policy as:-

- (a) unfair dismissal or wrongful dismissal 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 bullying of any kind, coercion or intimidating, offensive or hostile working environment.

**Limit of Indemnity - €2,500,000 inclusive of Law Costs in any one Period of Insurance**

### What is not covered?

The principal exclusions are:-

- 1: Indemnity for any Wrongful Employment Practice committed prior to the Retroactive Date;
- 2: Wrongful dismissal or suspension of an Employee or change in terms of employment where established procedures and appropriate legal advice were not followed;
- 3: Liability arising from Bodily Injury or loss of or damage to material property;
- 4: Any fines penalties punitive or exemplary damages;
- 5: The first €300 of each and every claim.

### Are these the only things not covered?

No, there are other limitations in this Sub-Section, but those shown above are the principal ones. Have a look at the policy document for full details. Additionally there are a number of General Exclusions which are summarised later in this Chapter.

### “Claims Made”

Cover under these three sub-sections of the policy (Professional Indemnity, Trustees Directors and

Officers Liability and Employment Practices Liability) is on a “Claims Made” basis.

### What does a “Claims Made” basis mean?

A policy that is arranged on a “Claims Made” basis is limited to claims that are first made and reported to Allianz in the Period of Insurance and which occurred after the Retroactive Date (but refer also to the list of principal Exclusions in the paragraph headed **What is not covered?** above).

### How is a “Claims Made” basis different?

This is best explained by using an example. If a third party is injured in the School a claim may be made two years later. Under Section 4 (Public Liability) the claim will be dealt with in accordance with the terms of the policy of two years previously. Section 4 (General Liability) is said to be on a “Claims Occurring” basis.

However, a claim made under Sub-Sections 5A, 5B & 5C of the Policy (Indemnity to Management) is subject to the terms and conditions under the policy in force at the time that the claim is first made, hence the term “Claims Made”.

### Sub-Section D. Fidelity Guarantee

Fidelity Guarantee provides cover against the dishonesty of an employee, member of the Board of Management, or other person acting on behalf of the Board in the embezzlement of money (or property).

The Limit of Indemnity (or maximum amount that Allianz will pay) is €100,000 in any one Period of Insurance.

### Are there any qualifications?

Yes, the Board must ensure that all School books of account are audited, at least annually, by a suitably qualified person or persons.

There are other qualifications, have a look at the policy document for full details.

### What is not covered?

The principal exclusions are:-

- 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.

### Are these the only things not covered?

No, there are other limitations in the Policy, but those shown above are the principal ones. Have a look at the policy document for full details. Additionally there are a number of General Exclusions which are summarised later in this Chapter.

## Section 6. Legal Expenses

Under Section 4 - General Liability and Section 5 - Indemnity to Management, cover is included for the legal costs incurred in the **defence** of a legal action against the School in connection with a claim.

Section 6 - Legal Expenses allows the Board **pursue** (or to take) and in certain circumstances **defend** (see 1(b) below) legal action.

There are two parts to this Section:-

- 1: Legal costs which may be incurred in connection with a School Related Activity in relation to:-

(a) **Pursuit** of legal proceedings in connection with:-

- (i) a dispute between the Board and employees, past employees or prospective employees.
- (ii) a dispute between the Board and any pupil, past pupil or prospective pupil or their parent(s) or Guardian(s).
- (iii) damages arising from legal liability.

(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.
- (ii) damage caused to School Property or any infringements of the legal rights of the Insured relating to the ownership or occupation of School Property.

The Limit of Indemnity (or maximum amount that Allianz will pay) is €1,000,000 in any one Period of Insurance.

- 2: The second part covers legal costs which may be incurred in any enquiry or investigation which may result in a claim under Sections 5 or 6 of the policy.

The Limit of Indemnity (or maximum amount that Allianz will pay) is €25,000 in any one Period of Insurance.

In each case cover applies only to legal costs and expenses which are **reasonably and properly incurred by the Insured with the express prior approval of the Company.**

The cover is also subject to the following special provision:-

“the Company will only accept a claim under this Section if it offers reasonable prospects for success”.

#### How can claims arise?

The following two examples demonstrate how claims can arise under this section:-

- 1: The Board may wish to take legal advice when there is a dispute with an Employee or with a supplier of goods or services to the School.
- 2: The Board may wish to take legal proceedings against a person or persons causing damage to School Property.

#### Are claims under this section different?

Yes. Under this Section the Board is required to seek permission from Allianz **before** it incurs costs which constitutes a claim.

#### Why does the Board have to ask the permission of Allianz before incurring legal costs?

Legal expenses cover was not available for many years, because it was generally thought that no one should be encouraged to take a legal action. With an availability of insurance for legal costs the opportunity for potentially “flippant” actions arises.

Let us use a superficial example to illustrate the point - the Board may decide they wish to defend a case where breach of contract is alleged, even though it is accepted that there has been a definitive breach of contract. Clearly, in these circumstances, it would be unreasonable for the Board to expect Allianz to pay their legal costs.

For this reason the Board must seek the approval of Allianz **Before** incurring legal costs.

#### The policy refers to the Appointed Solicitor. Who is that?

Allianz has a panel of solicitors from which you may choose one to represent you. These solicitors are used by Allianz in all liability matters and have been proved to provide excellent service.

#### Why can't we select our own solicitor?

You can! The appointment of a solicitor from the Allianz panel is for the purposes of expediting the claim process. However, this does not affect your rights to appoint a solicitor or other appropriately qualified person of your choice in accordance with Article 7 of the European Communities (Non Life Insurance) (Legal Expenses) Regulations 1991.

#### What is not covered?

The principal exclusions are:-

- 1: Fines or penalties;
- 2: Legal Costs and Expenses incurred **prior to the approval of and acceptance of a claim by Allianz;**
- 3: Any prosecution deliberately or intentionally solicited by the School or any deliberate or intentional breach of contract;
- 4: The first **€300** of each and every claim.

#### Are these the only things not covered?

No, there are other limitations in the Policy, but those shown above are the principal ones. Have a look at the policy document for full details. Additionally there are a number of General Exclusions which are summarised later in this Chapter.

## Section 7: Personal Accident

This section of the Custodian School Protection Policy covers:

Accidental bodily injury to any member of the board of management / governors, Trustee, teacher or Employee (the Insured Person) as a result of an accident suffered in the course of a School Related Activity.

### What are the principal limits?

<u>Bodily injury causing</u>	<u>Limit</u>
Death	€125,000
Loss of sight in one eye or loss of one limb	€75,000
Loss of sight in both eyes or loss of both limbs	€125,000
Loss of hearing in one ear	€7,500
Loss of hearing in both ears	€50,000
Permanent disability	€125,000
Temporary disability per week (payable to the School)	€500
Medical / dental / optical expenses	€10,000

### What is not covered?

The principal exclusions are:-

- 1: Demolition or construction work or work at heights in excess of 15 metres;
- 2: Use of woodworking machinery, tree felling or lopping;
- 3: Hazardous sports;
- 4: Wilful exposure to danger, self injury or use of intoxicants or drugs;
- 5: Any intentional, dishonest or fraudulent act;

- 6: Temporary disability benefit for more than 100 weeks
- 7: The first €125 of any claim for medical, dental or optical expenses.

### Are these the only things not covered?

No, there are other limitations in the Policy, but those shown above are the principal ones. Have a look at the policy document for full details. Additionally there are a number of General Exclusions which are summarised below.

### What General Exclusions apply?

There are three General Exclusions which apply to all Sections of the Policy. These can be summarised as follows:

#### 1: Radioactive contamination

- This excludes any loss or damage or legal liability caused by or arising from
- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or component thereof

#### 2: War and Terrorism

- This excludes any claims arising from:
- (a) war, revolution, military or usurped power and similar actions
- or
- (b) any Act of Terrorism

“Act of Terrorism” is defined as:  
“an act including, but not limited to, the use of force or violence and / or the threat thereof of any person or group(s)

of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and / or to put the public or any section of the public in fear”.

Liability, loss, damage, cost or expense in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above are also excluded.

### 3: Cyber Risk

This exclusion is divided into two parts:

**(a) This applies only to Section 1 - Property, Section 2 - Consequential Loss & Section 3 - Money**

This excludes any loss damage cost or expense resulting from or in connection with:

- (i) the loss alteration of or damage to, or
- (ii) a reduction in the functionality availability or operation of

computer systems, computer programmes or microchips, integrated circuit or similar devices in computer or non-computer equipment whether the property of the Insured or not.

The exclusion does not apply to such damage or reduction in functionality availability or operation caused by the following specified perils:

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, 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, sprinkler leakage or impact by any road vehicle or animal.

**(b) This applies to all other Sections of the Policy**

This excludes liability, loss, damage, cost or expense resulting from or in connection with

- (i) the loss, alteration of or damage to, or
- (ii) a reduction in the functionality availability or operation of

computer systems, computer programmes or microchips, integrated circuits or similar devices in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including, but not limited to, computer virus, worm, logic bomb or trojan horse.

The foregoing is a summary only of these General Exclusions. You should refer to the Policy document for full details.



## 3.0 School Property

**NOTE:** This Booklet is only intended as a guide to give you a better understanding of your Policy and of the actions that you must take in various situations. You must refer to your Policy wording and Schedule for precise details of your cover and all terms, conditions, limitations and exclusions applicable to it.

### Description and Sums Insured

Insurance cover of the School Property is often considered to be the least important part of the policy. In fact, it is worthy of the most serious consideration in view of the potentially disastrous situation facing the Board in the event of:-

- (a) Sums insured proving to be inadequate following a serious fire or other damage to property.
- (b) The omission by the Insured to insure all property owned by or the responsibility of the Board

The term “the Insured” is defined in the policy as comprising - the School, the Patron, the Trustees and the Board of Management / Governors.

### Description of School Property

This is often taken for granted until a loss arises. If there are a number of buildings and / or properties owned / occupied by the School, it is important that each is specified in the policy schedule. Make sure, therefore, that you describe each property

adequately showing a sum insured for each (see table on the next page for an example).

### Sums Insured

The adequacy of the sum insured is vitally important in ensuring that you are properly protected in the event of a serious loss. The sum insured represents the **maximum** amount that can be recovered under the policy.

This means that if, in the event of a major loss, the cost of a claim exceeds the sum insured, then the Insured (the Board) will be responsible for any resultant shortfall.

### Who is responsible for deciding the sum insured?

The Insured (the Board) is responsible for setting the sum insured.

### How does the Board decide on the sum insured?

There are a number of factors which need to be taken into consideration in deciding on the sum insured.

#### 1: Building(s):

The appropriate sum insured will depend on the basis of cover selected by the Insured.

The Custodian School Protection Policy provides for 2 main alternative methods for insuring buildings, Reinstatement (Cover B) or Reinstatement in Modern Materials (Cover C).

**(a) Reinstatement (Cover B)**

The sum insured should represent the full cost of rebuilding the property in the same manner and using the same materials as before any loss destruction or damage. In the case of a building which is old and incorporates such features as cut stone, the task of rebuilding could prove to be both difficult and costly.

The Board is recommended to obtain an informed valuation from a quantity surveyor, architect or similarly qualified person in relation to the full cost of reinstatement. The valuation

should include provision for:

- (i) cost of materials necessary to rebuild,
  - (ii) costs of clearing the site (including demolition) and debris removal,
  - (iii) costs of site works and drainage,
  - (iv) fees of architects, surveyors and other professional advisors,
  - (v) an inflation provision based upon the estimated period between destruction and reconstruction,
- all inclusive of V.A.T.

**(b) Reinstatement in Modern Materials (Cover C)**

The sum insured should represent the cost of building a new structure in modern materials. In the event of partial damage the repairs would

**Description of School Property**

<b>Location 001</b>		<b>Address: 123 Education Road</b>	
Item	Cover	Description of Property	Sum Insured
001	C	St. Patrick's Primary School	
		Buildings	€3,000,000
		Contents	€350,000
Item	Cover	Description of Property	Sum Insured
002	C	Pre Fab occupied as Classroom	
		Buildings	€250,000
		Contents	€50,000
003	C	Pre Fab occupied as School Office	Sum Insured
		Buildings	€200,000
		Contents	€50,000
<b>Location 002</b>		<b>Address: 124 Education Road</b>	
Item	Cover	Description of Property	Sum Insured
001	C	School Gymnasium	
		Buildings	€600,000

be undertaken as far as possible in existing materials. Therefore in deciding on a sum insured, care must be taken to make provision for repair costs to cater for a situation where there is a substantial partial loss and repair, rather than rebuilding, is still possible.

Allianz representatives can provide you with some indicative guidelines in relation to the average costs of building a modern school. Option C (ie cost of building a modern school) is not suitable where the building is a protected structure or where full reinstatement of the existing property in existing format would be required.

## 2: Contents:

The sum insured should be based on the cost of replacing all of the contents in the building. The term Contents includes floor coverings, furniture, audio or visual equipment, furnishings, curtains, blinds, computer equipment, games equipment, office equipment etc.

### Should the Board carry out a valuation every year?

It is not necessary for you to arrange a professional valuation every year because the valuer will be able to advise of the percentage by which you should increase the sum insured in subsequent years.

However we do recommend that full valuations be carried out every seven years.

Additionally, the policy is **Index Linked**. This means that the sum insured on buildings is regularly increased in accordance with the House Building Cost Index issued by the Department of the Environment and the sum insured on contents is increased in accordance with the Consumer Price Index issued by the Central Statistics Office. When

your policy is due for renewal the Renewal Notice will show the new sums insured for each item.

However, whilst these indices will provide for some increase in sum insured, they do not necessarily reflect the full inflationary effects of building costs which could result in underinsurance in the absence of professional advice.

In the event of a fire or other serious loss, index linking continues for a period of 12 months from the date of damage or destruction. If the period of reconstruction is likely to exceed 12 months, be sure to allow for total inflation in the period. Allianz representatives can advise on the best methods of providing for this inflationary provision.

### Are there any other factors that need to be taken into consideration?

A significant factor in the process is the length of time which it will take to rebuild. In the event of a serious fire, reinstatement will involve all or most of the following:

- (a) Demolition and site clearance;
  - (b) Plans for repair or rebuilding;
  - (c) Planning permission;
  - (d) Tendering process;
  - (e) Construction,
- all of which will impact on the rebuilding period.

### What about protected structures?

If the building is designated as a protected structure under the 1999 Planning Act, then there may be a requirement to rebuild in exactly the same manner and using the same materials as before any loss, destruction or damage. In these circumstances the sum insured should reflect Reinstatement (Cover B).

Are valuables such as pictures or antique furniture covered?

The cover provides for repair or replacement and in practical terms this is generally a modern equivalent. If a picture or piece of furniture or valuable has a particular value because of its rarity, age etc, then it should be specified separately in the schedule. A professional valuation of the item will be required.

Are Fire Brigade charges covered?

Yes, fire brigade charges incurred as a result of or arising from an occurrence which is insured under Section 1 Property of the policy are included for an amount not exceeding **€25,000** any one claim.



## 4.0 Safety in the School

### Overview:

An insurance policy is like a safety net – it is there to help when things go wrong. However, the two adages “prevention is better than cure” and “better safe than sorry”, are a sensible approach to take in attempting to ensure that things do not go wrong.

The insurance policy requires that the Board shall take all reasonable precautions to keep and maintain the building(s), the equipment and the playing area in such a condition that they do not create a hazard likely to cause injury to pupils, teachers or other persons.

Breaches by the Board of the duty to take all reasonable care could result in claims. All claims successfully made under the Policy by or against the Board must be paid - and insurance premiums are directly related to claims.

There are financial constraints on Boards, but by spending money today on maintenance and improvement of the school, its environs and equipment, money could be saved by a reduction in accidents (and consequently claims and premiums) which might occur tomorrow.

**Emphasis on safety, therefore, is the way in which the Board can directly influence the avoidance of claims.** As stated above, the insurance

policy is the safety net which protects the Board in the event of claims. However, the policy does not make impositions in relation to what you can and cannot do in the advancement of the education process.

In its pursuance of safety the Board is encouraged to seek the advice and services of Allianz – a service that is provided free of charge to Boards.

Advice and services are also available from other professional advisors and public agencies. In most cases the advice given will be free of charge.

### What can Boards do?

Implement a **Safety Management Strategy (SMS)**. Each member of the Board, teachers, students and all Employees should be encouraged to think about their Safety, Health and Welfare within the School.

Accidents cost money and time which could be more profitably spent in other areas of School activities. A legal action against the Board or a teacher is a traumatic experience best avoided where possible.

It is easy to see insurance as the total solution but consider the uninsured cost in respect of time taken in:

- (a) the investigation and preparation of reports, statements and completion of forms,
- (b) the interruption in work or schooling,
- (c) clearing up and repairing damage,
- (d) treatment and lost teaching time costs,
- (e) finding / training suitable / qualified replacement(s),
- (f) attending court with all its related trauma and distress.

Remember also the costs in terms of lower staff morale, the costs to the injured person or their family and the negative publicity (local media, newspapers, HSA etc.)

Whilst there is good sound economic reasoning for implementing a safety programme, the emphasis on safety also makes sense from a day to day operational point of view.

#### But improvements cost money, don't they?

Significant improvements can often be made in accident prevention without incurring any cost. It is a question of constantly examining current practices. For example:

- (a) review procedures on a regular basis,
- (b) increase supervision awareness.

Accident prevention is cost effective as well as having legal, moral and humanitarian advantages.

The focus of a **Safety Management Strategy (SMS)** is to:

- (a) identify all potential hazards within the School,
- (b) assess the risk of injury,
- (c) consider the possible severity of the risks identified and the number of people who are exposed to them,
- (d) identify the measures that must be put in place to minimise the identified risks.

#### What do you mean by a Safety Management Strategy (SMS)?

A SMS is an established arrangement of components that work together to prevent injuries and illnesses in the workplace and **must**:

- (a) have a clear purpose and agreed objectives,
- (b) have performance and expectations (in terms of what is expected from everybody),
- (c) be appropriate to the nature and scale of the School's health and safety risks,
- (d) include a commitment for continual improvement,
- (e) be measurable,
- (f) be documented, implemented and maintained,
- (g) be communicated to all staff (and pupils where appropriate),
- (h) be available to all interested parties,
- (i) be renewed periodically.

Any corrective action to SMS should be based on feedback.

#### Should we do anything else?

Keep an accident book and record **all** incidents, however trivial. Record the details, including - date, time and location of the accident, who witnessed the accident and what action was taken afterwards. (see **Chapter 11. - Claims Procedure** for more details in this regard).

Implementing such a practice will be of considerable assistance in the defence of claims which may be made against the Board.

Furthermore, if you analyse from your Accident Book the type of accident(s) or the locations where incidents occur, you may discover a particular area of the premises which is creating a disproportionate number of incidents. In such circumstances you should take appropriate action to try to eliminate that particular source of danger.

## To whom does the Board owe a Duty of Care?

The Board owes a Duty of Care to:

- (a) Employees, and
- (b) other persons (including pupils).

### 1. Duty of Care to Employees:

Employers (in this case the Board) have a responsibility to their Employees in:

- (a) Common Law (judicial decisions and precedents),
- (b) Statute Law (law made by Dáil).

Common Law is based upon judicial decisions and precedents in previous cases and applies to all areas of employment. Over the years the courts have laid down a number of duties on Employers to ensure Employees are protected and the courts tend to define that duty under four general headings.

The Employer must provide:

- (a) A safe place of work, including areas of access and egress,
- (b) Safe systems of work,
- (c) Proper plant and equipment,
- (d) Competent / safe Employees.

As a result Common Law rules play an important part as far as Safety, Health and Welfare at work is concerned. Where a person is injured at work, and they bring compensation claim to the courts, their case will be based (in part) on Common Law rules.

### What about statutory obligations?

The most important of the statutory obligations of the Board is the Safety, Health and Welfare at Work Act 2005 which imposes obligations not only on all Employers (including Schools) but also on Employees. The obligations of the Board, Employees and others arising under the 2005 Act are detailed in Chapter 5 Safety Health and Welfare at Work Act 2005

### 2. Duty of Care to other persons (including pupils)

The Board has a Common Law duty to keep and maintain the building, the equipment and the playing area in such a condition that it does not create a hazard likely to cause injury or damage.

Obligations are also owed under the terms of the Occupiers Liability Act 1995 which recognises three categories to whom a duty of care is owed. The categories recognise a reduction in the duty of care by category. The categories are:

- (a) **Visitors** - who are persons invited directly or indirectly on to the premises. This is the highest duty of care. Visitors include staff, pupils, parents and others who legitimately come on to the school premises.
- (b) **Recreational Users** - who are persons with or without permission or with implied permission who are on the property for a recreational activity. This is a lesser duty of care than for visitors and was intended to allay the fears of farmers, in particular, who had national monuments on their lands.

In relation to schools, however, [young] members of the community do use the school grounds for recreational activities and often the Board “turn a blind eye” to such use. In doing so the Board are effectively giving implied permission.

- (c) **Trespassers** - who are other persons who have no permission of access to school property but, for example, climb over fences to get in. This is the lowest duty of care but the Board does have a duty of care to trespassers not to act with reckless disregard for their safety.

### Anything else?

The Safety, Health and Welfare at Work Act 2005 requires that Boards must manage and conduct their business, so far as is reasonably practicable, so that other persons present in the place of work are not exposed to risks to their safety, health or welfare (Section 12 of 2005 Act). This covers pupils, members of the public or other visitors to the school.

It has particular significance when contractors are brought into a school. This incorporates a variety of situations varying from contract cleaners to specialised maintenance services (such as lift maintenance). The Board has to make an appropriate assessment of the competence of a contractor to undertake a particular task where there is the potential for exposure to risk. Also it may be necessary for the Board to provide appropriate information, instruction and training on specific risks within the school to contractors coming on site.

### What about the duties of Employees?

The duties of an Employee (Section 13 of 2005 Act) include a requirement to comply with relevant Safety Law, both in the 2005 Act and elsewhere, and to take reasonable care to protect their safety and that of others affected by their acts or omissions.

The range of such duties are addressed in more detail in Chapter 5 - Safety, Health and Welfare at Work Act 2005.

### Are we required to prepare a Safety Statement?

It is a legal requirement for every employer to prepare a Safety Statement (Section 20 of 2005 Act) and failure to have a Safety Statement is a criminal offence. However, Employers with 3 or less

employees (a small Employer) do not necessarily need a safety statement. Section 20(8) gives the HSA the power to issue a code of practice and provided a small Employer complies with this he will be held to have complied with his obligations under the 2005 Act.

### What should a Safety Statement contain?

A Safety Statement will not prevent accidents but in drawing it up there is a commitment to the concept of safety by both the Employer and the Employees. It is a public record of what the Board intends to do to provide a safe working environment for staff, pupils and visitors.

Refer to Chapter 5 - Safety, Health and Welfare at Work Act 2005 for more details in this regard.

### What are the most common types of accidents?

- (a) people falling, slipping, tripping due to poor housekeeping and general untidiness,
- (b) manual handling (heavy, awkward or hard to reach loads etc.),
- (c) falling from a height. Special hazards arise in connection with maintenance of school (roofs, windows, gutters, etc.),
- (d) getting caught or cut by machinery (lawnmower),
- (e) poorly maintained equipment – a regular inspection of all equipment must be carried out to ensure that equipment is in good working order. Record all inspections,
- (f) ejection of material (wood, plastics, metal etc.),
- (g) injury by another person,
- (h) electricity, broken plugs and sockets, overloading, trailing cables and incorrect wiring, hot surfaces or substances (kitchens, canteens, workshops etc.).

## Have you any practical advice on dealing with hazards?

The following should be of assistance:

### 1. Manual Handling

Claims occur every year because weights are either too heavy for the individual or he / she incorrectly lifts weights which are within their capacity. All employees, from time to time, are obliged to lift and carry equipment or materials.

Manual handling is defined as anything which involves the application of bodily force to an object. This includes: lifting, carrying, putting down, pushing, pulling, moving and supporting. It is covered by the following legislation: Factories Act 1955 – Manual Handling Regulations 1972; Safety, Health and Welfare at Work Act 2005 and General Application Regulations 2007 – Part V1 Manual Handling of Loads.

To avoid manual handling accidents employees should be reminded to:

- (a) plan the work in advance,
- (b) obtain assistance if an object is too heavy - or see if it can be made lighter,
- (c) remove obstructions before lifting and to clear a space where the load is to be set down,
- (d) make sure the path is clear and to look for obstructions, spills, steps, etc,
- (e) think about the best way to lift the load,
- (f) not carry a load that obstructs your view,
- (g) keep loads close to body when lifting,
- (h) bend the knees to a crouching position with the back straight but not necessarily vertical,
- (i) avoid twisting of the upper body,
- (j) use a firm grip with the palm of the hand and the roots of the fingers - using the finger tips means more effort and more chance of dropping the object,
- (k) keep the arms close to the body so that the body takes the weight rather than the fingers wrist and the arm,

- (l) use gloves when handling sharp or slippery objects,
- (m) use mechanical aids if they are available and suitable.

Staff should be trained in correct lifting procedures.

### 2. Woodworking Machinery

Such machinery causes a number of accidents each year, very often because the equipment has been used for purposes other than that for which it was designed. Appropriate guards should always be fitted to all woodworking machinery and must be correctly attached, properly adjusted and maintained prior to commencing any work. If a guard has to be removed from a machine to do a particular job, the **wrong** machine is being used! Faults should be recorded in a logbook.

Many accidents relate to a failure to wear goggles or to properly secure loose clothing. Goggles must always be available and used as should hearing protection and all personal protective equipment must be in good condition. Appropriate signage should also be in place within all work areas.

All equipment must have a CE Certificate of conformity. The equipment should be CE marked and appropriate for the task for which it was intended.

The design, specification, construction and installation of all equipment must include protection from moving parts.

All equipment must be used in line with manufacturer's instructions and machinery must only be used by trained and authorised staff. Instructions for the use of machinery should be clearly visible.

Equipment should be serviced in line with manufacturer's instructions and details of all servicing should be retained.

### 3. Slips, Trips and Falls

These cause many accidents in or about schools and there are a number of things that Boards can do to reduce the risk.

#### (a) Use emulsion polishes

Cleaning staff have tended to use the traditional method of washing, followed by polish application and buffing. There have been many cases where slips were caused by over-application (layer upon layer) of wax polish. It has been shown scientifically by means of practical tests that build up of wax polish causes people to slip. This is because the polish constituents contain a high level of wax which 'gives' under horizontal forces exerted by a person's foot.

The same tests were carried out on emulsion polishes and the results showed that slip resistance underfoot was enhanced when applied. Many floor manufacturers recommend more widespread use of emulsion polishes - even to increase the slip resistance of the traditionally smooth and dangerous marble and terrazzo floors. It is recommended that schools use emulsion polishes intermittently on the advice of the polish supplier.

#### (b) Consider floor types

Smooth hard surfaces such as marble, terrazzo, non-glazed ceramic, linoleum and vinyl provide reasonably satisfactory resistance in dry conditions. These surfaces, however, are not satisfactory when wet because the coefficient of friction decreases. Most slipping accidents

occur during initial contact of the heel with the floor.

In wet conditions, the heel is separated from the floor by a film of water and 'aquaplaning' results. Textured and profiled floor surface types are more suitable in areas likely to become wet because the projections penetrate the film of water and grip the foot, thus reducing the possibility of a slip. Wet areas in schools are toilets, bathrooms, kitchens, reception areas, entry and exit areas, canteens, art rooms, shower and changing rooms.

There are a number of safety measures that can be taken in order to prevent or reduce slips, trips or falls including:

- (i) Pedestrian routes should be clearly marked, illuminated and inspected regularly.
- (ii) All doors, access routes and stairways should be maintained in good condition and should be kept clear from obstruction and be clearly visible.
- (iii) All floor surfaces should be kept in a clean undamaged condition, free from tripping or slipping hazards.
- (iv) In the event of a wet or dangerous floor a staff member should immediately screen off the area until the floor can be cleaned, dried or the problem rectified.
- (v) Floor washing should not be carried out while students or other visitors are on the school premises but if this is unavoidable it is good standard cleaning practice to erect 'Wet Floor' cones and signs as the work progresses. Special warning is needed outside doorways and corridors because those working inside do not know that the floor is wet until too late. A single cone positioned outside each doorway in the middle of the corridor, should provide sufficient warning.

- (vi) Appropriate non-slip mats should be provided.
- (vii) All changes in floor level should be identified and clearly marked out in yellow paint.
- (viii) Adequate signage should be in place i.e. yellow caution signs, in the process of cleaning, spillages etc.
- (ix) Lighting should be adequate to ensure that people are not at risk of tripping and falling.
- (x) All stair nosings should be fitted with antislip materials and maintained in good condition.
- (xi) Schoolbags should not be left in corridors or under stairways.
- (xii) Snow removal and de-icing is essential in winter particularly on steps, stairways and ramps.
- (xiii) Pupils using stairways should do so in single file, going up on the railing side and down by the wall.

#### 4. Working at Height

Working at height is covered by regulation and includes working on a scaffold or mobile platform, working on the back of a lorry, a ladder, or any other environment where injury could result from a person's fall or a falling object.

The regulations require Boards to ensure that:

- (a) the area where the work at height is done is safe
- (b) all work at height is properly planned, organised and supervised
- (c) workers are instructed and trained
- (d) equipment is inspected before use
- (e) work at height is **avoided** where possible.

#### 5. Defects in School Buildings and Grounds

The school and school grounds should be safe. Consideration should be given to the elimination

of any perceived hazard which could be the source of a potential accident to students, visitors and trespassers.

Consider the following:

- (a) The location and use of glass partitions, low level windows and glass doors. Are they fitted with safety glass?
- (b) Window frames and opening devices - are they safe? Some sash windows can act as a guillotine in injuring a pupil's fingers in the opening or closing of windows. Make sure that opening and retaining devices are safe and secure. Back injuries can result from awkward latch positioning, stiff hinges and poorly maintained sashes.
- (c) Are doors safe? Pupils often catch fingers in door jams. Are the doors fitted with "anti-slam" devices?
- (d) Are coat hooks necessary. If yes are they fitted above the eye level of the tallest pupil?
- (e) Accessible low roofs (sheds, prefabs etc.) and fire escapes are often seen as play areas by pupils. Make sure that access is restricted and if you see pupils (or others) on the roof or fire escape make sure that they are removed. Serious claims can arise as a result of a pupil falling from the roof whilst playing. It does not matter that he / she may be a trespasser.
- (f) The law does not allow you to create any undue hazards or traps in your security measures. If you do incorporate items such as barbed wire, broken glass on walls etc then liability will attach to the Board in the event of any resulting injury. Remember also that if you use a CCTV system to have appropriate signage informing people of the existence of such a system. It is **also** advisable to have a CCTV policy in place.
- (g) Shores, drains, culverts, man-holes and fire hydrants. Make sure that they do not project above the level of the surrounding ground and that they are securely covered and protected.

- (h) Condensation (particularly in the gymnasium or sports hall) is the cause of many accidents. Any manifestation of condensation must be cleared effectively as soon as possible.
- (i) Playground, sports fields and other accessible areas should be of sound and level construction, without potholes or other hazards.

## 6. Playgrounds

The installation by Schools of specialised play / outdoor activity areas (Playgrounds) has increased noticeably in recent times. Playgrounds can provide children with fun, fresh air and exercise, but they can also pose significantly increased safety hazards. For example unsuitable or damaged surfaces, faulty equipment and inadequate supervision are just a few of the exposures which can result in accidents on Playgrounds.

### What should we do?

A risk assessment and documented procedures in relation to the area and equipment should form part of the School's Safety Statement. The most important factors in evaluating the safety of a Playground are surface, design and spacing, supervision, equipment inspection and maintenance. The following steps should be implemented as a minimum to ensure that the risk of injury to children is reduced.

#### (a) Location & Design

- (i) Professional advice should be obtained with regard to the layout and design of the Playground, ensuring it is suitable for its purpose and can be accessed safely. Any adjacent hazards, such as vehicle access to the school grounds, should be identified and reviewed.

- (ii) The surface should be free of standing water, rocks, loose stones, tree stumps, tree roots and debris of any kind which could cause children to trip and fall. School procedures should include provisions for the presence of ice, snow and other adverse weather related conditions.
- (iii) Accidents in Playgrounds arise mainly due to the way children move about – running, jumping etc - within the area. Equipment should be positioned so that there is no cause for pupils to run across moving equipment, thus running the risk of being struck by moving equipment.
- (iv) Any access gate should normally open outwards, **except** where it opens directly onto traffic or is likely to cause a hazard. The gate should preferably not close quicker than within five seconds to facilitate wheelchair access and additionally to prevent it striking a child walking through. Ideally, a suitable 2m high fence should be provided around the Playground equipment to prevent pupils from wandering into a hazardous area.
- (v) The Playground should be adequately secured outside of school hours when the area is unsupervised and to minimise the risk of vandalism.
- (vi) The Disability Discrimination Act applies to play areas. Reasonable provision should be made for inclusion of pupils and staff with a disability, including the visually impaired. The design of the Playground should comply with normal Safety Standards and should, in general, be appropriate to the anticipated age ranges and abilities of the pupils.

#### (b) Play Equipment / Activity Areas

- (i) Play equipment and surfacing should be in accordance with Safety Standards ISEN1176 and ISEN1177. Where any new equipment is installed this should always conform to ISEN1176. Schools should

request that the manufacturer or supplier provide written confirmation of the Standard compliance where relevant.

Where existing equipment does not conform to an appropriate Standard, then risk assessment and testing of the equipment should be carried out by ROSPA (Royal Society for the Prevention of Accidents), NFPA (National Fire Protection Association) or any other recognised body or organisation. All risk improvements resulting from such assessment/testing should be implemented immediately.

(ii) It is recommended that Impact Attenuating Surfacing (IAS) should be installed under any play equipment. ISEN1177 requires that a surface with some impact attenuation should be installed under all items of play equipment. For potential falls above 600mm ISEN1177 defines the nature and extent of impact attenuation the surface must have. Boards must ensure that such surfacing is maintained and replaced when required in line with Manufacturers recommendations and guidelines.

(iii) Boards should ensure that all equipment and surfacing is installed by a competent contractor in accordance with ISEN1176 and ISEN1177. It is recommended that a post-installation inspection is carried out by an independent body, such as ROSPA (Royal Society for the Prevention of Accidents) or other appropriate association.

### **(c) Management**

The Playground area should be inspected weekly by a competent person, preferably with some appropriate basic training. The inspection should include a general review of the equipment and area to ensure it is clean and well maintained.

In particular the following should be considered:

- (i) All wooden equipment should be checked for splinters, cracking, build up of vegetation or rusting screws. Metal equipment should not be rusted. Checks should be carried out
  1. to identify any signs of weakening on equipment which is fixed to the ground
  2. to ensure that bolts are secure and not loose.
- (ii) Where equipment is identified as defective it should be immediately taken out of use and either repaired or replaced as appropriate.
- (iii) The surface material should be checked to identify any
  1. loose matting fitting,
  2. surface water build up or
  3. wear and tear by weathering (UV rays as well as rain/snow/ice).
- (iv) Check equipment, fences and gates for objects such as hooks, bolts, sharp or unfinished edges that stick out of equipment and which could injure a pupil or catch clothing causing entanglement or fall. Immediate arrangements must be made to remove or repair such items.

An effective maintenance programme should be put in place to ensure that defects / faults are repaired immediately and that any equipment which cannot be suitably repaired is replaced immediately.

Records should be kept of when the defect was noted and repairs took place.

An annual inspection by an independent specialist should be undertaken.

Finally, an on going maintenance and risk management programme for improving and up-dating the Playground should be implemented.

Remember, taking the appropriate time in planning the layout, nature and extent of any Playground and taking into account the above safety recommendations will save effort in the long run and will ensure that the Playground is as safe as possible.

#### What about defects in the contents and equipment?

- (a) Desks, chairs, fittings, furniture and other equipment should be regularly checked to ensure that they are safe. If any defect is noticed the item must be removed and repaired immediately or replaced.
- (b) Gymnastic and sports equipment should be regularly checked to ensure that it is safe. If any defect is noticed, the item must be removed and repaired immediately or replaced. Equipment should be adequate for the purpose for which it was intended and there should be sufficient equipment that the sport may be played safely by all participants (e.g. protective headgear for all students when playing hurling)

Temporary goalposts have resulted in the deaths of a number of young people due to the fact that they are improperly designed, manufactured, or installed (unstable and are either unanchored or incorrectly anchored or counterbalanced). Advice posters have been issued by the GAA and the FAI on goal post safety and the State Claims Agency have also published a very comprehensive document Goalpost Safety in Schools that provides detailed advice for schools.

All goals should have labels bearing appropriate safety information (see specifications for details). Goalposts should also show the standard to which it was manufactured (where applicable),

its size, the name of the manufacturer, and the year of manufacture. Ideally equipment should be initially installed (particularly in the case of fixed goalposts requiring ground socket set in concrete) by the supplier/manufacturer. This is an opportunity for the relevant persons in the school to be instructed as to how to assemble/disassemble, inspect and maintain the goalpost.

Goalposts should only be used for their intended purpose. Goalposts for indoor use should not be used out door and vice versa. All pupils in the school should be warned of the dangers associated with goalposts. Swinging or climbing on the goalposts or nets should be strictly prohibited and pupils should be supervised at all times by an adult when using games equipment.

It is essential to check that the anchors for securing freestanding goalposts are in place, intact and in good working order prior to use.

- (c) Audio visual, laboratory, computer and other equipment should be regularly checked to ensure that it is safe. If any defect is noticed the item must be removed and repaired immediately or replaced.

Maintenance should be carried out by competent persons and records of all maintenance should be retained by the Board.

#### What about disclaimer notices?

Disclaimer notices invariably state that any person using the property or grounds does so at their own risk. In a school situation, they are a desirable deterrent against claims being made against the Board, but it is doubtful if they have the desired protection in law. In general terms, however, we would recommend their usage.

### What about pupils undertaking messages for teachers?

This practice is not recommended. Each year claims arise from pupils being injured while undertaking messages outside the school grounds or while being asked to do something beyond their ability in the school e.g. carrying boiling water.

### What about the statutory charge for emergency medical treatment?

This charge is imposed by statutory authority and must be paid. Our recommendation is that if you are asked to pay this amount you should do so. By making the payment you may avoid a liability claim against you. The payment will not impose any legal obligation on the Board and cannot be deemed an admission of liability.

### What about cars parked in the school grounds?

It is not uncommon for teachers and other staff to park their cars in the school grounds. If injury or damage occurs resulting from the use of the car this will be covered by the owner's motor insurance policy (Own Damage claims will only be covered where the Teacher has Comprehensive Motor cover). In respect of loss of or damage to the vehicle it should be remembered that the Board makes spaces available as a concession. The Board is not making a charge and does not undertake to safeguard the vehicle. Cars parked on school grounds, therefore, are at the risk of the owner.

The Board should not undertake or assume responsibility for such loss or damage. A disclaimer notice to the effect that the Board accepts no liability for loss of or damage to car(s) parked on school grounds is advisable.

### Should guard dogs be used in schools?

Definitely not! Guard dogs have dubious value in ensuring the security of the property and offer a very real danger to persons whether visitors or trespassers.

### What about grass cutting equipment?

Tractors and 'sit-on' lawn mowers should be insured by a motor policy. While they may never be used on public roads, the Road Traffic Act deems them to be mechanically propelled vehicles within the terms of the Act and as such a motor insurance policy is necessary. The driver **must** have a driving license. Pupils should **never** be asked to cut grass.

### Is there anything else we should do?

The need for Boards to give on going and detailed consideration to the issues of procedures and record keeping has, particularly in more recent times, been a feature in relation to the settlement of a number of legal liability claims under the following covers:

- (i) Employer's Liability
- (ii) Public Liability
- (iii) Professional Indemnity
- (iv) Employment Practices Liability

Allianz have successfully defended claims where appropriate records were maintained and procedures were prepared and actively pursued. Unfortunately we have also experienced situations where the absence of such records and procedures contributed adversely to claim settlements, for example:

- (a) Absence of a Safety Statement (as required by the Safety, Health & Welfare at Work Act 2005).
- (b) Absence or inappropriateness of policies and procedures in relation to issues such as Admissions, Bullying, Discipline (pupils and staff), Equality, Staff Appointments etc
- (c) Absence of written confirmation from the Department of Education & Science (DES) in relation to:

- (i) Temporary Teachers
- (ii) Additional Teachers
- (iii) Approval & Withdrawal of Approval for Special Needs Assistants
- (d) Lack of clarity in relation to Arrival & Departure of Pupils, After School Activities (games etc), School Trips & Supervision.

We appreciate that changes in legislation, largely driven by the necessity to comply with EU directives, and compliance with procedures established by the D.E.S., increase demands on Schools. It is essential to bear in mind however, that compliance with such legislation is not optional – it is a legal requirement. Non-compliance can expose the School to the possibility of the incurrence of fines or penalties. Furthermore, such non-compliance can impact adversely on the settlement of claims.

The adoption and utilisation of sets of appropriate procedures, including record keeping, will result in benefits to Schools in a number of ways, such as:

- (i) Assist in ensuring the protection of School assets.
- (ii) Consistency of approach to addressing issues and problems
- (iii) Improved quality of record keeping
- (iv) Reduction in the number of delays / queries
- (v) Reduction in costs / expenses
- (vi) Improved level of defence in claim situations.

Appropriate records of all discussions, meetings, agreements, etc should be maintained by Boards. Approvals from the D.E.S. should always be recorded in writing. The implementation of such an approach by Boards will be of considerable benefit in avoiding any subsequent confusion or mis-understanding in relation to what should or should not be done or what was agreed or approved.

Furthermore, as we have said earlier, in the event of any claims occurring under the policy, the availability of such records can be crucial to the success or otherwise of any defence.

With regard to the issue of insurance in relation to procedures and record keeping, The Custodian School Protection Policy provides cover for the legal liability of the Board in respect of:

- (a) Bodily Injury to Employees – (Employers Liability Insurance)
- (b) Accidental Bodily Injury to third parties and accidental damage to third party property – (Public Liability Insurance).
- (c) Breach of duty arising from any negligent act error or omission, breach of warranty of trust or confidentiality, libel or slander committed in good faith - (Professional Indemnity Insurance).
- (d) Claims arising out of Wrongful Employment Practices (Employment Practices Liability Insurance)

all arising out of or in connection with a **School Related Activity** which is defined in the policy as:

**“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”**

The policy cover is not dependent on or subject to the implementation of procedures, therefore resulting legal liability attaching to the Board is covered, subject as always to the terms, conditions, limitations and exclusions of the Policy.

**However** the existence of appropriate procedures and written records will enhance the possibilities of successfully defending claims, thus reducing the cost of claims which, in turn, will have a positive impact on premiums. It is therefore in all our interests that

Boards should give serious attention to the issues of procedures and record keeping.

### Can you give us some examples of areas which need to be addressed?

The following are some of the main areas that need to be addressed and are dealt with in more detail in Chapter 5 Safety, Health & Welfare at Work Act 2005, Chapter 8 Liability of the Board of Management, Chapter 9 Fire Safety in the School and Chapter 10 Security in the School .

- (i) Employment Procedures
- (ii) Health & Safety Procedures
- (iii) Emergency Procedures
- (iv) Code of Conduct - Pupils
- (v) Schools Admission Policy
- (vi) Child Protection Policy
- (vii) Internet Usage Policy
- (viii) Data Protection Policy

### What about the administration of medicines to pupils?

As a general rule, teachers should not be involved in the administration of medication to children. However, many schools will have pupils who at some time need to take medication during school hours. Often this will merely entail a pupil who is finishing a short course of treatment, however some pupils may have a need for a different type of medication. This would include pupils with conditions such as asthma, epilepsy, diabetes or pupils who have an anaphylactic reaction to food or other natural antigens.

In these situations, some medication will be preventative whereas some will be more in the form of emergency treatment. The pupil may require an injection or, in the case of epilepsy, rectal diazepam. Some pupils, particularly those with special needs, may require regular medication.

Boards should have a clear policy on medicines, backed up by procedures for managing medication. These should be shared with and agreed by staff and parents.

The policy should confirm that any member of staff who agrees to take responsibility for medicines is adequately instructed and trained and that no member of staff takes on a responsibility that he / she is not competent to carry out. A second staff member should also be trained as back-up in case the original staff member is out sick or unavailable.

There should be a regular review and monitoring of the policy and procedures, including how they are working in practice.

### Have you any recommendations?

#### General Principles

The following general principles should be noted and observed.

- (a) A pupil who is sick and clearly unwell should not be in school. In such circumstances the Principal is within his / her rights to ask the parents to keep the pupil at home.
- (b) The overriding concern must always be the pupils' health and welfare.
- (c) As professional educators, teachers implement and maintain professional standards of care for their pupils, but teachers are not medics. A teacher has no contractual duty to administer medication and cannot be required to do so. Administering medication is a voluntary act by teachers.
- (d) Where a teacher agrees to be responsible for medication, he / she must be given whatever information and training is needed. This is not just a matter of good practice. It is a matter of necessity. No teacher should be given tasks which

he / she cannot carry out safely because of a lack of information or a lack of appropriate training.

- (e) A teacher may have a pupil in class with epilepsy or diabetes or with an allergy which could be potentially fatal. In all such cases, irrespective of whether the teacher has been trained in the administration of medication, he / she should be advised exactly what to do or how to get help and from whom. Furthermore the teacher should, as a minimum, receive the following information in writing:
- (i) the nature of the pupil's condition;
  - (ii) the symptoms;
  - (iii) what medication is required, the prescribed dose, at what times or under what circumstances;
  - (iv) where the medication is kept and how to get access;
  - (v) whether the medication is self administered or has to be administered;
  - (vi) where the record card is kept of the dates and times of administration;
  - (vii) what action, if any, apart from administering medication, may be needed, and if so, at what times or in what circumstances.

### **Managing Medicines in Schools**

The Principal should be responsible for carrying out the policy on medicines in schools.

Where there is no feasible alternative to the School administering the medicine, the Principal should be satisfied that:

- (a) appropriate training has been provided for the teacher;
- (b) full instructions are available to the School for administering the medicine. This is best done either by the parent producing a doctor's note confirming that it is necessary for the child to have medicine during school hours, and giving

clear instructions on how and when it is given and what the dosage is, or by way of a standard letter of instruction from the parents. In either case, a reliable record keeping system should be implemented in this regard.

- (c) the medicine will be delivered personally to the Principal or a nominated person by the parent, not by the child;
- (d) the medicines are clearly labeled with the child's name, date, contents, dosage and instructions regarding storage. The original container supplied by the GP or pharmacist must be delivered to the School;
- (e) the medicines are either kept in a locked cupboard, preferably in the staff room or the Principal's office or kept in a sealed container which is clearly marked. They must not be kept in the First Aid Box. When they are needed, the medicines shall be reasonably accessible. Security and accessibility are equally important when medicines are taken on school trips. Some medicines, such as insulin, may need to be kept in a refrigerator;
- (f) a written record is kept of the dates and times of administration and a note of any side effects.

Any guidelines as outlined and agreed with the Schools Management Association or Staff Union should be followed.

### **What about Passenger Lifts and Boilers?**

Under the Safety Health and Welfare at Work (General Application) Regulations 2007 as amended all Passenger Lifts, Service Lifts, Patient Hoists, Steam Boilers and other similar engineering equipment require statutory inspection. The existence of a maintenance agreement with the equipment suppliers or installers does not necessarily meet your statutory requirements.

Where you have such equipment you should contact the Allianz Engineering Dept who will be more than happy to provide guidance/assistance and, where appropriate, an inspection contract as required under the Regulations. A more detailed

note of the implications of the new Regulations is contained in Appendix 1 along with a more comprehensive list of engineering items which require statutory inspection.



## 5.0 Safety, Health & Welfare at Work Act 2005

### Introduction:

As we have said in Chapter 4 - Safety in the School, the most important of the Statutory obligations for the Board is the Safety, Health & Welfare at Work Act 2005 (The 2005 Act).

Education has similar health and safety concerns to other sectors and health and safety must be managed within schools.

Remember that:

- (a) Boards must prepare a safety statement,
- (b) both management and staff have responsibilities under the legislation,
- (c) co-operation is essential to create a safety culture in schools,
- (d) staff and students have a right to be safe in schools,
- (e) staff and management must never be complacent about the need for good health and safety practice,
- (f) there is a need to educate and train staff to understand and manage risks.

### 2005 Act

The 2005 Act came into force on September 1st 2005. While the basic principles of health and safety law remain unchanged following its implementation, the 2005 Act has streamlined Health & Safety

legislation and includes many new and more detailed and stringent provisions than the 1989 Act, which it replaces. The 2005 Act also has:

- (a) expanded duties for employers and employees,
- (b) new statutory definition of “reasonably practicable”,
- (c) a greater emphasis on safety management,
- (d) increased exposure to personal liability,
- (e) increased fines **and** introduced new ‘on the spot’ fines,
- (f) a regime of criminal capability and possible civil claims for damages.

In carrying out the duties imposed under The 2005 Act, the Board is required to do what is “reasonably practicable”. The 2005 Act for the first time in Irish Health and Safety Law defines exactly what is meant by the phrase “so far as is reasonably practicable”.

Section 2(6) states that “reasonably practicable” means:

“that an employer has exercised all due care by putting in place the necessary protective and preventive measures, having identified the hazards and assessed the risks to safety and health likely to result in accidents or injury to health at the place of work concerned and where the putting in place of any further measures is grossly disproportionate having regard to the unusual, unforeseeable and exceptional nature

of any circumstance of occurrence that may result in an accident at work or injury to health at that place of work”.

#### How does the Board meet these requirements?

A Board will have discharged their duties under the Act if they:

- (a) have identified the hazards and assessed the risks to safety and health likely to result in accidents or injury to health at the place of work concerned,
- (b) have put in place the necessary protective and preventive measures,
- (c) can demonstrate that putting in place any further measures would be grossly disproportionate having regard to the unusual, unforeseeable and exceptional nature of any circumstance or occurrence that may result in an accident at work or injury to health at that place of work.

In determining if a precaution is “reasonably practicable” the courts will take into account the risk involved in carrying out a particular hazard and the cost involved in remedying it.

The process is essentially a balancing act. The risk is placed on one side of the scales and the measures required to prevent it, (money, time or trouble) are put on the other side. If it is shown that the risk is insignificant when compared to the steps that must be taken to prevent it - then the courts are likely to hold that the test of reasonably practicable has been satisfied.

#### What are the duties of the Board?

The 2005 Act identifies a number of duties and matters which an Employer (ie the Board) must consider.

Section 8 provides that the Board must:

- (a) manage and conduct work to ensure the safety, health and welfare at work of all their Employees,
- (b) prevent improper conduct or behaviour likely to put Employees health and safety at risk (for example violence, bullying or horseplay at work),
- (c) provide a safe work place. This includes the general structure and fabric of a building, ventilation, temperature, lighting, clearly marked walkways,
- (d) provide and maintain a safe means of access and egress. This includes both external access and egress as well as internal access e.g. confined spaces and ladders,
- (e) provide and maintain safe plant and machinery. This includes guarding of dangerous parts of machinery and electrical safety,
- (f) provide articles and substances that are safe to work with,
- (g) protect against noise, vibration or radiation,
- (h) provide safe systems of work,
- (i) provide and maintain welfare facilities - this includes: first aid, sanitary facilities, seating facilities, meal-taking facilities etc.,
- (j) provide employees the necessary information, instruction, training and supervision to ensure their safety and health at work,
- (k) following the risk assessment required under Section 19 and the preparation of the safety statement under Section 20, the employer must decide on and implement any safety, health and welfare measures which are necessary,
- (l) where risks cannot be eliminated provide and maintain protective clothing and equipment as appropriate and have emergency plans in place. The primary emphasis is on attempting to control or eliminate hazards. The provision of protective equipment is only to be regarded as a secondary response by the Employer.

The requirement that the equipment be maintained means that the Employer must have a follow up mechanism to ensure that the equipment provided is actually worn and continues to be up to standard,

- (m) prepare adequate plans to be followed in emergencies,

#### **Additionally Employers:**

- (n) may be required by regulations to report to the Health and Safety Authority (or to any other body given functions under Section 33) accidents to Employees and dangerous occurrences,
- (o) Employers must retain, where necessary, the services of a competent person to help them meet their safety and health obligations.

#### **Who is “a competent person”?**

A competent person is defined as “somebody who has sufficient training, experience and knowledge appropriate to the nature of the work to be undertaken.”

#### **What information is the Board required to give to Employees?**

In Section 9 the 2005 Act sets out the types of information on safety, health and welfare required to be given by Employers to Employees. The information must:

- (a) be in a form, manner and language that is reasonably likely to be understood. This is particularly important when dealing with non nationals,
- (b) include information on hazards, risks and measures taken as regards safety, health and welfare and the names of emergency staff and safety representatives.

An Employer must give fixed-term and temporary Employees information on:

- (a) any potential risk,
- (b) health surveillance,
- (c) any skills required for the job.

In addition, an Employer who hires an Employee through a temporary employment business, must inform them about the skills required for the job and its specific features and ensure the information is passed on to the Employees. The temporary employment business is obliged to give the same information to Employees.

#### **Are there any requirements in relation to training?**

Employers must give instruction and training to Employees (Section 10). Training must be provided to Employees:

- (a) on recruitment,
- (b) in the event of the transfer of an Employee or change of task assigned to an Employee,
- (c) on the introduction of new work equipment, systems of work or changes in existing work equipment or systems of work,
- (d) on the introduction of new technology.

Employers are obliged to instruct Employees of another Employer carrying out work in their places of work of any risks. Fixed-term and temporary Employees must be given appropriate training, taking account of their qualifications and experience.

The 2005 Act outlines the type of training that should be provided:

- (a) instruction and training must be given in a form, manner and language that can be understood (particularly by those who do not use English as their first language),
- (b) such training must include information and instructions in the job to be carried out,
- (c) training must also include information and instructions on any emergency measures that need to be taken,

- (d) training must be adapted to changed circumstances or new risks and be repeated periodically,
- (e) training must be provided free of charge to Employees and, if required, Employees must be released from work for training and without loss of pay.

#### Are there requirements in relation to emergencies?

The 2005 Act sets out in great detail (Section 11) the measures to be taken in emergencies.

Emergency plans and procedures must set out the procedures to be followed when:

- (a) applying first aid,
- (b) fire-fighting,
- (c) evacuating Employees and others present in the work place, where there is an emergency or serious and imminent danger.

An Employer must:

- (a) establish appropriate contacts with the emergency services,
- (b) ensure a sufficient number of Employees have been properly trained in applying first aid, fire fighting and evacuation of fellow Employees,
- (c) provide Employees with the necessary equipment,
- (d) inform Employees of the risk and the protective measures to be taken in cases of emergency and imminent danger,
- (e) put procedures in place to inform Employees when there is an emergency or serious and imminent danger,
- (f) have in place agreed procedures for deciding when an Employee is entitled to stop work where there is an emergency or serious and imminent danger.

#### What legal implications are there in the 2005 Act for directors / senior managers?

Legislation recognises that individuals are protected under a “company” structure, but directors and senior managers can now face prosecution (Section 80 of the 2005 Act) for breaches of the Health and Safety code. It is also possible under the 2005 Act for someone injured on a workplace to take a civil action against an Employer for breach of statutory duty.

A director or senior manager is defined as a figure within an “undertaking” who has a defining role and input into Health and Safety policies and implementation of same within that company. The Act also defines an “undertaking” as a person, being an individual, a body corporate or an unincorporated body of persons engaged in the production, supply or distribution of goods or the provision of a service – this would also indicate that Section 80 applies to both the public and private sector and also profit and non – profit organisations (which would include Schools).

Section 80 provides that :

“when an offence, under health and safety legislation is committed by an undertaking and the acts involved were authorised or consented to, or were attributable to connivance or neglect on the part of a director, manager or similar officer in the undertaking or a person purporting to act in any such capacity, that person as well as the undertaking will be guilty of an offence and liable to be proceeded against and punished as if the person was guilty of the offence committed by the undertaking”.

#### Under what circumstances could a director or senior manager be prosecuted?

For a director or senior manager to be prosecuted or convicted it must first be proven that they:

- (a) authorised the offence,
- (b) consented to the offence,
- (c) the offence was as a result of the directors / managers connivance or neglect.

Section 80 of the 2005 Act therefore applies to directors or managers who have had an input into corporate policy, that is, those who have executive functions in the organisation. Basically, if a person has no real responsibility of the matter in question they cannot be prosecuted – it must be proven that a person is a director or senior manager; it must be proven that they consented to certain procedures or policies and that they were attributable to the act.

#### What duties does an Employee have?

The duties of an Employee (Section 13 of the 2005 Act) are:

- (a) to comply with relevant Safety Law, both in the 2005 Act and elsewhere,
- (b) to take reasonable care to protect their safety and that of others affected by their acts or omissions,
- (c) not to be under the influence of alcohol or drugs to the extent that they are likely to endanger their safety or that of others,
- (d) if reasonably required, to submit to appropriate tests for intoxicants under the supervision of a competent registered medical practitioner, (yet to be introduced)
- (e) to co-operate with their employer to help in complying with safety legislation,
- (f) not to engage in improper conduct or behaviour that is likely to endanger safety or health. Violence, horseplay or bullying would come into this section,
- (g) to attend appropriate training and instruction given by their employer,
- (h) correctly use any article, substance, protective clothing and equipment provided for use at work (by their employer) to protect their safety or health,

- (i) not to misrepresent their level of training, upon entering into an employment contract,
- (j) to report to their supervisor, or other appropriate person:
  - (i) work being carried out in a manner, which may endanger health or safety
  - (ii) contraventions of the statutory provisions, which may endanger health or safety,
  - (iii) defects in the place, system or equipment at work, which may endanger Health or Safety.

#### What are the consequences?

Workers are prohibited (Section 14) from recklessly interfering with or misusing anything provided under law for securing health and safety, or place at risk the safety of people in connection with work activities. It is worth noting that this applies to **persons** and not just **persons at work**.

As a result this Section could apply to pupils if they behaved recklessly in a laboratory, construction studies room or technology room for example or where pupils misuse Personal Protective Equipment (PPE) or remove / damage safety equipment such as fire extinguishers.

Breaches of an employee's statutory duty may also lead to them having:

- (a) a criminal record,
- (b) trouble obtaining travel visas,
- (c) inability to serve on State bodies.

#### What penalties apply under the Act?

Section 77 states that a person having duties under the 2005 Act, is guilty of an offence if another person suffers a personal injury as a consequence of them breaching their statutory duties. This section sets out the full range of offences applicable under the Act.

Section 78 provides for a fine under summary jurisdiction not exceeding **€3,000** for a person guilty of an offence (Employers and Employees) under the first category of offences set out in Section 77(1).

A person found guilty of any other offence set out in Section 77 is liable, on summary conviction (in the District Court) to a fine not exceeding **€3,000** and/or up to 6 months imprisonment. Charges brought on indictment (in the Circuit Court) may lead to a fine not exceeding **€3 million** and/or 2 years imprisonment.

#### Are Employees protected against penalisation?

An Employer may not penalise or threaten penalisation against an Employee (Section 27) for:

- (a) complying with legislation,
- (b) performing duties (such as safety rep or safety committee),
- (c) refusing to work in a situation of serious and imminent danger.

The term Penalisation includes suspension, demotion, transfer of duties, or change in working hours.

#### What about safety representation and consultation?

Employees should be consulted as they are most in contact with potential safety and health hazards and have a vested interest in effective protection programmes. In addition staff are more likely to support and use programmes in which they have input and research has also shown that staff who are encouraged to offer their ideas and whose contributions are taken seriously are more satisfied and productive on the job.

Staff are entitled to select and appoint a safety representative (Section 25 of 2005 Act).

A safety representative can:

- (a) investigate accidents and dangerous occurrences,
- (b) investigate complaints relating to safety health and welfare,
- (c) accompany a HSA inspector carrying out an inspection,
- (d) obtain as a right information from the employer in connection with the safety, health and welfare of Employees,
- (e) make representations to the Employer on any matter, relating to safety health and welfare at work.

#### Does the Act protect safety representatives against penalisation when carrying out their duties?

Safety representatives are protected against penalisation for carrying out their duties.

Furthermore they are not responsible for safety standards in the workplace in their role as a safety representative.

#### Are Employers obliged to consult Employees in relation to safety, health & welfare at work?

Under Section 26 of the 2005 Act an Employer must consult Employees on any matter which substantially affects safety including:

- (a) the designation of Employees in respect of emergencies and serious and imminent dangers,
- (b) hazard identification and risk assessment,
- (c) the preparation of safety statements,
- (d) the appointment of competent persons,
- (e) the planning and organisation of the training,
- (f) planning and introduction of new technologies.

#### What about Risk Assessment?

All schools must carry out risk assessments for every activity that occurs on their premises. Risk assessment (Section 19 of 2005 Act) is the careful

examination of sources of harm in the workplace so that Employers can determine how to avoid such harm or that the effects of the hazard can be minimised. These must be included in the Safety Statement (see Safety Statement later in this Chapter).

Risk assessment involves gathering information and making judgements based on that information. The purpose of a risk assessment is the identification of hazards and risks and the preparation of measures to overcome these before an accident occurs.

In most cases it is not necessary to employ a consultant to carry out a risk assessment. Risk assessment is a straightforward process that most people can do, given a little time and effort. You will need help if you have particularly hazardous processes or risks (i.e. asbestos, noise) but generally risk assessments are best carried out by staff.

#### Have you any suggestions?

Basically keep a sense of proportion – avoid “going over the top”. Additionally:

- (a) be systematic – take a step-by-step approach so as not to forget anything,
- (b) when carrying out risk assessments within any building start either at the front door and work your way through to the back, or start at the back and work your way to the front door,
- (c) include car parks, outside entrances, corridors, staircases, storerooms, canteens, toilets, hallways, office areas as well as all areas where teaching takes place,
- (d) apply common sense about what really is a hazard and how likely it is to cause harm.

#### What is meant by terms such as Hazard, Risk and so on?

“Terminology” can cause some difficulty when

carrying out risk assessment. The following should be of assistance:

#### 1. Hazard

A **hazard** is anything that could cause you harm. When the safety audit identifies hazards it is necessary to evaluate and rank them so that they can be controlled in an orderly way.

#### 2. Risk

A **risk** is the chance great or small that someone will be harmed by the hazard. The risk of a hazard is a measure of the likelihood or probability of an accident coupled with the severity of the injury or loss.

Risk can be measured numerically (using the formula: severity x probability = risk rating) or by using simple terms to describe the level of risk such as low, medium or high.

#### 3. Risk Management

Risk management is a process that involves assessing the risks that arise in a workplace, putting sensible health and safety measures in place to control them and making sure they work in practice.

#### 4. Control Measure

A control measure is an applied measure that reduces the level of risk. Control measures can:

- (a) be applied at the planning stage,
- (b) comprise physical measures,
- (c) be management issues,
- (d) include training.

Good control measures will require a combination of some or all of these.

## 5. Control measure principles

(General Principles of Prevention as set out in Schedule 3 of the 2005 Act)

- (a) avoidance of risk,
- (b) evaluation of unavoidable risks (risk assessment),
- (c) combating risks at source,
- (d) adaptation of work to the individual especially with regard to design of places of work, the choice of work equipment and the choice of systems of work,
- (e) adaptation of work to technical progress,
- (f) the replacement of dangerous articles, substances or systems of work by safe or less dangerous articles, substances or systems of work,
- (g) priority of collective protective measures over individual protective measures,
- (h) development of an adequate prevention policy which takes account of technology, organisation of work, working conditions, social factors and the influence of factors relating to the working environment,
- (i) giving of appropriate training and instructions to Employees.

### How do we carry out a risk assessment?

There are a number of steps which you can take in this regard:

#### 1: Analyse Work Activities

Decide who might be harmed and how. For each hazard be clear about who might be harmed as it helps identify the best way of managing the risk. That does not mean listing everyone by name, but rather identifying groups of people (e.g. 'people working in the art room; office staff').

In each case, identify how they might be harmed, i.e. what type of injury or ill health might occur. For example, 'caretakers may suffer

back injury from repeated lifting of boxes, machinery, paper etc'.

There are a number of issues that should be considered when carrying out a risk assessment.

These include:

- (a) Is there a hazard at all?
- (b) Is anybody exposed to the hazard?
- (c) Is the hazard likely to cause an injury?
- (d) How severe will the injury be?
- (e) Is the hazard well controlled?
- (f) Has effective training been provided?
- (g) Is the level of supervision adequate?
- (h) How did the hazard get there?
- (i) How long are employees exposed to the hazard?
- (j) Could the hazard have been designed or engineered out?
- (k) How can the hazard be avoided in future?

#### 2: Identify the Hazards

Work out how people could be harmed. When you work in a place every day it is easy to overlook some hazards, so the following tips will help to identify the ones that matter:

- (a) walk around the workplace and look at what could reasonably be expected to cause harm,
- (b) ask staff what they think. They may have noticed things that are not immediately obvious,
- (c) visit the HSA website,
- (d) contact trade unions (ASTI, INTO, TUI), management bodies, professional associations, subject associations – all may help to produce useful guidance,
- (e) check manufacturers' instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective,
- (f) have a look back at the accident and ill-health records within the school – these

often help to identify the less obvious hazards, particularly in play areas.

Remember to think about long-term hazards to health (e.g. high levels of noise or exposure to harmful substances) as well as safety hazards.

### 3. Evaluate the Risks and Decide on Precautions

Having identified the hazards a decision has to be made as to how they will be dealt with. The law requires the Board to do everything “**reasonably practicable**” to protect people from harm. Compare what you are doing with good practice. Think about the controls that are in place and how the work is organised, particularly in specialist areas within the school.

It is important to establish if there is more that should be done to deal with identified hazards. Consider if the hazard can be removed altogether or how it can be controlled so that harm is unlikely.

When controlling risks, apply the principles below, if possible in the following order:

- (a) elimination at source,
- (b) substitution or trying a less risky option (e.g. switch to a less hazardous chemical),
- (c) prevent access to the hazard (e.g. by guarding),
- (d) organise work to reduce exposure to the hazard (e.g. put barriers between pedestrians and traffic),
- (e) information, training and supervision,
- (f) issue personal protective equipment (e.g. clothing, footwear, goggles etc),
- (g) provide welfare facilities (e.g. first aid and washing facilities for removal of contamination).

Improving Health and Safety need not cost a lot, but failure to take simple precautions can cost you a lot more if an accident does happen.

### 4. Identify and Execute Protective and Preventative Measures

- (a) List all the precautions in place to protect people.
- (b) Follow principles of prevention – detailed earlier.
- (c) Boards are required to do all that is reasonably practicable to minimise the risk of injury but it is also important to realise that life cannot be totally risk free.
- (d) Create a timetable for the introduction of protective and preventative measures.
- (e) Record your findings and implement them.

When recording results, keep it simple, for example:

“**Rubbish**” - bins provided, staff instructed, daily housekeeping checks, or

“**Fumes from Welding**” - local exhaust ventilation used and regularly checked.

A risk assessment does not need to be perfect – but it must be **suitable and sufficient**.

#### How can the Board demonstrate this?

The Board should be able to show that:

- (a) a proper check was carried out,
- (b) they asked who might be affected,
- (c) they have dealt with all the obvious significant hazards, taking into account the number of people who could be involved,
- (d) the precautions are reasonable, and the remaining risk is low,
- (e) staff were involved in the process.

As a consequence, the Board may find that there are quite a number of improvements which they need to implement. A solution is to devise a plan of action to deal with the most important things first.

#### What should this contain?

A good plan of action often includes a mixture of different things such as:

- (a) a few low cost or simple improvements that can be implemented quickly, perhaps as a temporary solution until more reliable controls are in place,
- (b) long-term solutions to those risks
  - (i) most likely to cause accidents or ill health,
  - (ii) with the worst potential consequences,
- (c) arrangements for training Employees on the main risks that remain and how they are to be controlled,
- (d) regular checks to make sure that the control measures stay in place,
- (e) clear responsibilities – who will lead on what action, and by when.

Remember, prioritise and tackle the most important things first. As you complete each action, tick it off your plan.

#### 5. Monitor, Observe and Assess

Risk assessment must be reviewed and revised when necessary, and particularly when:

- (a) new equipment or new materials are introduced,
- (b) new work practices are undertaken,
- (c) significant relocation of staff occurs – eg moving to a temporary building,
- (d) school works are taking place,
- (e) accidents or near misses occur.

Few workplaces (including schools) stay the same. Sooner or later new equipment, substances and procedures will be brought into a school and these could lead to new hazards. It makes

sense therefore to review what is happening on an ongoing basis. It is all too easy to forget about reviewing risk assessments – until something has gone wrong and it is too late.

A simple strategy is to set a review date for risk assessments in the Safety Statement.

#### Are we required to prepare a Safety Statement?

It is a legal requirement for every Employer to prepare a Safety Statement (Section 20 of 2005 Act) and failure to have a Safety Statement is a criminal offence. However, Employers with 3 or less employees (a small Employer) do not necessarily need a safety statement. Section 20(8) gives the HSA the power to issue a code of practice and provided a small Employer complies with this he will be held to have complied with his obligations under the 2005 Act in this regard.

#### What should a Safety Statement contain?

A Safety Statement will not prevent accidents but in drawing it up there is a commitment to the concept of safety by both the Employer and the Employees. It is a public record of what the Board intends to do to provide a safe working environment for staff, students and visitors.

#### A Safety Statement:

- (a) reflects Boards commitment to ensuring safety, health and welfare of all Employees,
- (b) is an action document – based on risk assessments identified in the workplace,
- (c) is a written document which every workplace must have – in a language that is understood by all Employees,
- (d) includes Health and Safety policy of the Employer,
- (e) highlights all potential hazards in the workplace,

- (f) specifies what must be done – plan of action that sets down preventative and protective measures taken,
- (g) specifies the arrangements made for safeguarding the Safety, Health and Welfare of Employees,
- (h) specifies the resources provided for safeguarding the Safety, Health and Welfare of Employees,
- (i) outlines the measures that have been put in place to reduce hazards in the workplace,
- (j) contains the arrangements for consultation with staff on matters of Safety, Health and Welfare,
- (k) outlines emergency plans and procedures,
- (l) must be brought to the attention of all Employees,
- (m) includes what procedures are in place for visitors (sign in etc.),

- (n) includes the names, job titles and details of anybody with assigned safety responsibilities,
- (o) should be reviewed annually and must be revised if any significant change happens in the working environment or nature of the work
- (p) includes audits to ensure Employee compliance and effectiveness of procedures.

By following the measures set out earlier in this chapter under Risk Assessment and Hazard Identification you will have addressed the core issues which should be included in your Safety Statement. The issues identified should be documented in a structured format to ensure it incorporates the elements listed under (a) to (p) above.



## 6.0 Teachers

**NOTE:** This Booklet is only intended as a guide to give you a better understanding of your Policy and of the actions that you must take in various situations. You must refer to your Policy wording and Schedule for precise details of your cover and all terms, conditions, limitations and exclusions applicable to it.

### Liabilities and Insurance

Many of the liabilities which are relevant to the Board are equally applicable to teachers. However, many claims arise where responsibility rests almost solely with the teaching staff and it is pertinent therefore to add some comments which have particular relevance to them.

We will deal with the Duty of Care of teachers and supervision in more detail in Chapter 7 - Supervision, and we recommend that you read this Chapter in conjunction with Chapter 7.

### Are teachers covered by the policy?

As we have stated in Chapter 2 the Policy indemnifies the Board in relation to their legal liability to all persons - including teachers. In addition the policy also indemnifies Teachers in respect of their liability arising from their activities as Employees.

### Are there any limits?

The Policy only provides protection in respect of accidental injury or accidental damage to property

and, therefore any intentional malicious criminal or fraudulent act of a member of the teaching staff is not included. In this respect the cover is no different from that afforded to the Board.

### What are the most common claims brought against a teacher?

The most common causes of action against teachers arise from inadequate supervision (see Chapter 7 - Supervision).

### Is the liability of teachers covered when carrying pupils in his / her car?

No. Liability for passengers in a car in any capacity is a matter solely for the teacher's motor insurance. However, liability which attaches to the Board in the event that the teacher's insurance should prove defective, is covered by the Custodian School Protection Policy.

### How should teachers arrange their motor insurance?

Like any individual, teachers are free to arrange their motor insurance with whatever insurer they wish. Bearing in mind, however, that teachers may carry pupils to sports matches or to hospital in an emergency, some advice is necessary.

It is quite common for insurers to offer insurance with use of the vehicle on what is known as a Class 1 basis. This provides cover for Social, Domestic and Pleasure

usage of the vehicle. To include carrying of pupils, school equipment etc. in their own car, teachers are advised to have the extended Class 1 usage of the vehicle which is Social, Domestic and Pleasure and by the insured in person for his / her business.

These additional words are important and will give the additional cover required only when the teacher insured is driving. In most instances NO additional premium should be required by insurers, however this does not apply to all insurers. The teacher should therefore check the position with his/her insurer **before** committing to any such arrangement with their school.

#### What if the teacher has an accident whilst using his / her car on school business?

The teacher's motor insurance will cover any liability arising out of the use of the car. If Comprehensive cover has been arranged then it will also cover damage to the teacher's car. But there will be an excess (or amount deducted from the amount of the claim payable by the teacher insured) and the possible loss of No Claim Bonus / Discount.

#### Why should the teacher have to suffer loss and lose No Claim Bonus when he / she is using the car on behalf of the school?

This problem has been recognised and we have extended the Custodian School Protection policy to include such financial loss suffered by a teacher in the event of involvement in an accident whilst using the car on behalf of the school. The limits any one claim provided are:

- |                                       |        |
|---------------------------------------|--------|
| (a) Loss of No Claim Bonus / Discount | €3,500 |
| (b) Premium Loading                   | €3,500 |

#### What if the teacher's motor insurance is not Comprehensive?

The policy cover has also been extended to include damage to a teacher's car in the event of an accident

whilst using the car on behalf of the school for a limit of **€50,000**.

#### What about pupils on Work Experience Schemes?

Many second level pupils, particularly in the transition year, go out on work experience. This is an exceptionally beneficial experience for pupils in giving them a first taste of working life. For teachers, however, it can be a challenge to arrange placements of all pupils with employers.

Many employers are reluctant to take pupils and need to be persuaded to do so. For example an employer may say:

"I will take a pupil provided that the school picks up any liability which may arise".

In agreeing to such an arrangement it is important that you understand that:

- 1: you have entered a legally enforceable contract (a contract does not need to be written),
- 2: you have agreed to a liability arising totally outside of your control (you have no control of the state of the premises or the type of work carried out),
- 3: the standard policy excludes such contractual arrangements.

In recommending that schools and teachers never consciously accept such contractual liability, Allianz recognises that schools and teachers are sometimes obliged to do so in order to place pupils in work experience schemes. Consequently the policy has been extended to cover such liabilities, but schools and teachers are recommended to avoid such contractual liabilities unless essential.

The Health and Safety Authority (HSA) have issued a guidance note for teachers entitled "Health and Safety matters for students embarking on work experience - a short guide for teachers" and this is available on the HSA website [www.hsa.ie](http://www.hsa.ie)



## 7.0 Supervision of Pupils

**NOTE:** This Booklet is only intended as a guide to give you a better understanding of your Policy and of the actions that you must take in various situations. You must refer to your Policy wording and Schedule for precise details of your cover and all terms, conditions, limitations and exclusions applicable to it.

### Overview

Supervision of pupils is by far the most difficult challenge facing schools and teachers and, it has to be said, is the single largest source of claims. The source of the liability of the Board and the teacher is incurred under Common Law, which is based upon judicial decisions and precedents in previous cases. The primary liability attaches to the person or persons in breach of that Duty of Care which is, in the main, the teacher.

Legal liability for accidental injury or damage incurred by the teacher is covered by the Custodian School Protection policy issued to the Board.

### What is the extent of the teacher's duty of care?

The measure of duty placed on the teacher is "to take such care of his/her pupils as a careful parent would of his / her children". This legal principle is known as "**in loco parentis**" (in the place of the parent). The degree of supervision required of the teacher will vary with the circumstances and especially the age of the pupil.

In other words, the nature of the activity being supervised and the age of the pupil will dictate the extent of the teacher's duty of care.

A higher standard of care is required for very young children and the law holds children of very tender years incapable of contributory negligence.

### What have the courts said?

Some judicial comments:

1. If every teacher is to take precautions to see that there is never ragging or horseplay among his pupils, his school would indeed be too awful a place to contemplate.
2. If a school teacher knows, or ought to know, that a game is being played in a dangerous manner, or in an unsuitable place likely to make it dangerous he is negligent if he does not take proper steps to prevent danger.
3. Careful supervision is essential and the persons having charge of the school are bound to see that there is supervision of the playground during play intervals. It is the duty of the principal teacher to see that the playground is clear and not a source of danger to children playing there.

### Does the law require constant supervision?

The courts have held that constant and individual supervision is not necessary and the responsibility of the teacher is that of reasonable care.

The proper level of supervision in any particular instance will be a matter for the Board and / or teaching staff. In considering the proper level of supervision, the person responsible will have to consider the age, maturity and number of pupils under his/her control as well as the topography of the area in which supervision takes place.

### How do the courts interpret the law?

The courts have, in recent years, imposed on the teacher a duty of care which is, in the view of many, in excess of the duty of care attributable to a parent.

### Who should supervise?

It is essential that supervision is undertaken by a person trained to supervise in large numbers. This will in most cases mean a teacher. Parents, generally, have experience only in a small family unit and should not be used in either a teaching or supervisory capacity unless accompanied by and under the direction of a member of the teaching staff. Furthermore, pupils should never be left to supervise.

### What then is the correct level of supervision?

There is no simple answer. In considering the correct level of supervision the age, maturity and number of pupils must be considered as well as the activity being undertaken and the topography of the area in which the supervision takes place.

The most common types of accidents, under this heading, are as follows:

- (a) One pupil injures another while a teacher is out of the room for a few seconds or minutes.
- (b) A pupil is injured whilst using a piece of equipment (woodworking or metalwork) whilst the teacher is not watching him/her. (In this regard explicit instructions must be given for the use of such equipment.)
- (c) A pupil is injured whilst 'playing' in the school playground during break or lunch time. Either the game is too robust and dangerous or there are not enough teachers to provide an adequate level of supervision. Supervising through a window inside the school is inadequate and indefensible in a legal action.
- (d) On wet days when pupils are confined to their classrooms, supervision should not be carried out on a random basis. Each classroom requires supervision.
- (e) Pupils should never be left unsupervised in a gymnasium or sports hall, particularly where there is equipment such as trampolines, trampettes and vaulting horses available. Strict instruction must be given to all pupils in relation to how and when such equipment should be used.

### What about pupils leaving the school during lunch or on other occasions?

The general rule is that school authorities should know where all the pupils are at all times. If pupils go home for lunch, the parents should be asked to sign an authorisation note and the following wording is recommended:

"This is to acknowledge that we have requested the Board of Management and Teachers to allow our child (or children) (...name(s)...) to leave the school premises at lunch time. We are aware that some accident may befall the child on their way from or on their return to the school and we hereby absolve and release the Board of Management and Teachers

from all claims of every nature and kind in respect of any injury or loss or accident which may be suffered by the child during lunch time.”

The form should be addressed to the school, indicate the names of the pupil or pupils, signed by the parents and dated.

### What about games?

When considering indoor games such as indoor football etc., the number of players involved must be carefully considered so that pupils are not placed at any risk over and above the normal hazards of the sport.

Teachers should ensure that all pupils participating in sports use relevant safety equipment e.g. helmets should be worn when hurling and cycling, gum shields should be used when playing football, hurling or rugby etc.

Any other equipment which may reduce the likelihood or severity of injury must be recommended and used.

When considering swimming or any games played away from the school, ensure that transport is provided for all the pupils to and from the venue. Your responsibilities to supervise do not diminish because pupils are elsewhere than on home ground.

### When does the school accept responsibility to supervise?

The school and teachers have a duty to supervise at all times when pupils are in their charge. If the school allows access to the school before official opening hours then the duty to supervise applies.

Likewise, whilst pupils are on the premises after hours a similar duty applies.

### But surely the school cannot be responsible for pupils left by their parents early morning or after finish of school?

Yes it can. It is accepted that some parents drop their children at the school some time before school starts, and similarly collect them some time after school finishes, but that does not wholly absolve the school / teachers of their responsibility to supervise.

This legal obligation produces a dilemma for school management. Do we lock the gates and refuse entry until ten minutes before school starts? To do so could expose pupils to the danger of passing traffic or to the inclement weather.

It is, alas, a dilemma which holds little sway with the courts who will argue that it is a practice known to the school for parents to leave pupils before hours or collect them after hours, and in that acceptance is the obligation to provide supervision. Where, in such circumstances, legal liability attaches to the Board, cover is provided under the Allianz Policy.

### Can the school do anything about it?

As we have said, this is a dilemma which offers little relief for the school. However, there is some mitigation which can be made.

We recommend that a note is sent to all parents at the beginning of term advising them of the hours at which the school can accept responsibility for their children. This is in the nature of a disclaimer which we have discussed earlier in Chapter 4 - Safety in the School. A recommended wording is as follows:

#### CIRCULAR

“The school will open to receive pupils at the hour of 8.45 a.m. No responsibility is accepted for pupils arriving before that time. Classes will

commence each day at 9.15 a.m. No pupils should arrive later than 9.10 a.m.

Classes will end each day at 3.30 p.m.. Parents who wish to have their children escorted home should make their own arrangements to have them met at the school gate and the person to escort them should be at the school not later than 3.30 p.m. as the school cannot accept responsibility for looking after the children after that time.”

NOTE: The times shown are for the purposes of example only. When issuing such a circular you should insert the actual times which are in operation for your school.

#### [What about the School Transport System?](#)

Schools are not party to the School Transport System and the fact that the pupils are conveyed to or from school by bus does not impose any additional obligations on the school or teachers.

As we have stated, it is important that parents are aware that no arrangement exists for the supervision of their children who arrive at the school, whether by school bus or otherwise, before the official opening time. A similar situation arises in respect of pupils who remain after school hours awaiting collection by the school bus.

In situations where teachers voluntarily adopt the practice of escorting pupils to and from school or the bus, they could be held to be liable if, having established the practice, they miss out for some reason or another or fail to do so in a careful manner.

In the interests of both pupils and the school, a letter along the lines as suggested above and adapted as appropriate to meet particular

circumstances, should be sent to all parents at the beginning of each term. In respect of the School Transport System it is suggested that the letter should include the following paragraph:

“In the case of children travelling by the School Bus, the school cannot accept responsibility for escorting them from the bus to the school or from the school to the bus. Parents who feel that their children may need to be escorted in these circumstances should make arrangements to ensure that some escort is provided.”

#### [Does this apply to special schools who employ bus escorts?](#)

The simple answer is no. In providing an escort, the school is accepting responsibility for the pupils from the time of escort. As it is organised by the Board it is a School Related Activity and receives the full protection of the policy.

We would recommend that escorts are vetted in accordance with procedures and in addition they should receive full instruction and training in the performance of their duties. There should also be a contingency plan to provide substitute escorts (who should also be vetted and trained) should the escort be unavailable on a particular day or days.

#### [What about school trips and tours?](#)

The normal laws of negligence apply, i.e. school management must take reasonable care for the safety of the pupils. To avoid liability, Boards will have to address two key areas: planning and supervision.

#### **1. Planning**

Proper planning of a trip involves choosing an appropriate venue, mode of transport and type

of activity having regard to the age and capacity of the pupils. For example, a rock climbing expedition for 8 year olds would place too rigorous physical demands on the pupils exposing them to risk of injury irrespective of the level of supervision and would well constitute negligence.

## 2. Supervision

Adequate supervision is vital. Children will be more exuberant outside the confines of the school environment and consequently will be harder to control. Therefore, a **greater level of supervision** will be required than that which is required on the school premises.

Parents, as supervisors, should always be accompanied by a teacher as they may not have the necessary training to be effective and responsible supervisors and should be properly briefed on what is expected of them **before** the trip.

### What about bullying and pupil to pupil assaults?

School management must now take a proactive approach to the issue of bullying. Under the **Education Welfare Act, 2000**, the Board must, in consultation with the principal, teachers, parents and the Educational Welfare Officer, prepare a Code of Behaviour which sets out the standards of behaviour which pupils are expected to observe.

The Code should also set out the school's position on bullying, that it won't be tolerated and the measures that will be taken when it arises. The

Code should not then be left in a drawer and forgotten about. It should be applied every time a disciplinary matter arises. (See Chapter 8 - Liabilities of the Board of Management).

Where bullying does occur, school management must act immediately. However, fair procedures must be followed in every case.

The Code of Behaviour should also address school policy on internet and mobile phone usage and identify what is regarded as inappropriate usage.

### Are there any restrictions on class numbers?

As we have pointed out earlier, Allianz does not seek to advise Boards what can and cannot be done in the educational process.

It is the responsibility of the Board to maintain classes at a level that allows effective supervision by a teacher. However, the Policy does not contain any restrictions in relation to class numbers.

### What about pupils with disabilities?

It is considered that pupils with disabilities benefit from schooling with able-bodied pupils. There is no difference in the legal requirements for them but the Board and the teachers should be aware that the duty of care to disabled pupils may be increased as a result of their disability.



## 8.0 Liability of the Board of Management

**NOTE:** This Booklet is only intended as a guide to give you a better understanding of your Policy and of the actions that you must take in various situations. You must refer to your Policy wording and Schedule for precise details of your cover and all terms, conditions, limitations and exclusions applicable to it.

### Liabilities of the Board of Management

In addition to the liabilities for which cover is provided under the headings of Employers' Liability and Public Liability which we have outlined in previous Chapters, the Board has many other legal obligations as an employer and manager.

These additional liabilities embrace, inter alia:

- (a) allegations of breaches of duty / errors and omissions by the Board in the running of the School,
- (b) allegations of libel or slander,
- (c) allegations of breach of duty by Trustees of the School while acting as such,
- (d) all aspects of employment legislation e.g. the wrongful dismissal of employees or discrimination in the workplace, etc
- (e) disputes which may arise with pupils, parents and guardians, suppliers and contractors,
- (f) misappropriation / embezzlement of School Money or Property.

Are we not already covered for these exposures under either the Property Damage, Money, Employers Liability or Public Liability Sections?

No, cover under the above Sections of the Policy is subject to the following:

### 1. Property Damage & Money

The Property Damage Section contains the following exclusions in this regard:-

#### Loss, Destruction or Damage

- (a) of or to Money,
- (b) caused by or resulting from dishonesty of employees,

while the Money Section contains an exclusion in relation to loss of money caused by any fraudulent or dishonest act.

### 2. Employers Liability

Cover under the Employers Liability sub-section of the policy is provided for legal liability arising out of **bodily injury, illness or disease** to employees.

However claims not involving such injury, illness or disease can arise out of or in connection with a contract of employment, for example:-

- (a) unfair dismissal;
- (b) discrimination in the workplace;
- (c) employment related bullying or harassment;
- (d) failure to offer equal terms of employment, none of which are covered by Employers Liability insurance.

### 3. Public Liability

Cover under the Public Liability sub-section applies in respect of accidental bodily injury or accidental damage to property. As such any legal liability for financial loss not resulting from injury or damage is not covered under Public Liability.

Additionally, liability due to negligent advice or breach of duty owed in a professional capacity is excluded under the Public Liability Sub-Section.

#### What cover does the Policy provide?

The cover provided by the Indemnity to Management Section of the Custodian School Protection Policy is sub-divided into four sub-sections:-

- (i) Professional Indemnity;
- (ii) Trustees, Directors and Officers Liability
- (iii) Employment Practices Liability;
- (iv) Fidelity Guarantee.

These covers are particularly important in light of the high levels of claims consciousness that exist in society to day. The areas of Professional Indemnity and Employment Practices Liability insurance are giving rise to increasing numbers of claims notifications (Refer to Chapter 2 - What does the Allianz Custodian Protection Policy Cover? for more details of cover provided).

#### Does the Indemnity to Management cover apply to all members of the Board and teaching staff?

The protection provided by the policy applies to the members of the Board and the Patron / Trustees.

In addition, at the request of the Insured, Allianz will indemnify any parent teacher association, past pupil union, Employee (including teachers) or other person in respect of liability for which the Insured would have been indemnified under the policy if the claim had been made against the Insured.

#### So how can claims arise?

In the running of any enterprise involving employees, customers and suppliers, difficulties can arise which may lead to legal action being taken against management.

Let us look at some examples:

##### 1. Professional Indemnity

- (a) Breach of confidentiality due to failure to adequately secure confidential information, for example leaving confidential files in areas where they are accessible to others;
- (b) Allegations of faulty or negligent advice;
- (c) Libel and slander. Note however that cover in this regard is limited to any such act committed in good faith ie accidentally. There is no cover under the policy for deliberate or intentional libel or slander.
- (d) A pupil has caused trouble in the school over a period of time and the Board finally expel the child.

##### 2. Trustees, Directors & Officers Liability

- (a) breach of duty in relation to compliance / conformance with the objectives of a Trust.
- (b) provision of incorrect or misleading information to Employees in relation to entitlements.

##### 3. Employment Practices Liability

- (a) A female teacher applies for a position and is passed over in favour of a male candidate whom she feels is less qualified for the job.
- (b) An applicant who does not meet the specified requirements is appointed to a position, even though one or more of the other candidates met all specified requirements.
- (c) Claims for unfair dismissal by handymen, caretakers and housekeepers, even when employed on a part time basis;

#### 4. Fidelity Guarantee

It may transpire that a member of staff has been misappropriating school funds. The theft takes place over a period of time and is discovered as a result of an audit. Consequently it is imperative that school books are always professionally audited at least annually **in accordance with best accounting practices.**

The Limit of Indemnity is €100,000 in any one Period of Insurance. Every effort must and will be made to recoup the loss from the guilty party.

#### How does liability arise under Employment Practices Liability?

Liability arises primarily under Employment related legislation. There are currently over 50 separate pieces of legislation, all of which have potential to impact on your liability to employees. These include the:

- (i) Employment Equality Acts 1998 - 2004,
- (ii) Equal Status Acts 2000 - 2004
- (iii) Statutory instrument number 146 of 2000 Industrial Relations Act 1990 (Code of Practice on Grievance and Disciplinary Procedures)(Declaration) Order 2000.

These pieces of legislation and many others present Boards with great challenges in ensuring that they not only treat their Employees (and prospective employees) fairly and honestly, but that they can demonstrate how they achieve such targets.

Various Codes of Practices have been drawn up between the representative bodies engaged in the Education Sector including management groups such as the JMB, CPSMA etc on behalf of Boards/Patrons and Unions such as the ASTI, INTO, TUI etc on behalf of Teachers.

In addition the Department of Education have issued many circulars on the subject of Employment

Law and its application in the School environment all of which provide Boards with valuable guidance on the procedures that must be adopted in this complex field.

#### Must we comply with all such legislation, surely there are exemptions?

The legislation applies to all employers without exemption, no matter how big or small the employer.

#### How can we ensure compliance?

In order to ensure compliance with employment legislation, you should obtain appropriate legal advice in this regard and review all of your employment related procedures accordingly.

The policy contains a condition that you obtain and follow such legal advice in relation to any:

- (a) proposed dismissal or suspension of any Employee
- (b) change in the terms of employment or job specification of any Employee

in addition to following current and standard procedures in relation to such actions.

#### Are there any other similar qualifications?

The Professional Indemnity Section contains a condition that in relation to any suspension or expulsion of or refusal to enrol any pupil you seek and follow established procedures and the advice of a solicitor well versed in the law and regulations relating to such actions.

#### Must we seek advice in every instance?

Not necessarily! As we have said earlier in Chapter 4 - Safety in the School, the adoption and utilisation of sets of appropriate procedures should be put in

place by all schools. You should seek legal advice in relation to any such procedures to ensure that they are appropriate. Provided a particular set of circumstances is addressed by these procedures, then separate legal advice in such circumstance would not be necessary to comply with the policy provisions.

Separate legal advice would be necessary for any set of circumstances not addressed by the approved procedures. Furthermore, procedures should be reviewed and updated on a regular basis to take into consideration any changes in legislation etc. and legal advice should always be sought in this regard.

#### Why is cover so restricted?

If it were not so it would be possible that the Board could arbitrarily act without recourse to procedures or advice. Their action could be blatantly unfair and unwarranted, and any action brought against them would be indefensible. For this reason the insurance policy only provides protection against the reasonable action of the Board.

#### What about claims against the Board for assault by a teacher or member of staff?

The Board may be sued in respect of a criminal act committed by a member of staff or other employee. It must be remembered, however, that no insurance policy will cover the perpetrator of a criminal act and consequently no protection is afforded to the alleged perpetrator.

It can, undoubtedly, be argued that any assault is committed outside the scope of the employment of the perpetrator, but nevertheless an action could be taken against the Board, for example on the grounds that they had failed in their duty to employ suitable employees.

The Board is only covered by the policy in such circumstances provided they had no knowledge of the misconduct or any grounds for believing that it was taking place.

#### Are there any qualifications in regard to Fidelity Guarantee cover?

Yes, the Insured is required to have all School books of account audited at least annually by a suitably qualified person or persons. There are others, have a look at the policy document for full details.

#### Does a suitably qualified person mean a qualified accountant?

No, anyone with an appropriate knowledge of book keeping procedures and practices, for example a retired bank manager, would be deemed a suitably qualified person.

#### What steps can we take to avoid claims?

Over the years Schools have suffered losses of significant amounts of money through embezzlement by both Employees and volunteers. The following measures should be considered as a form of good practice for the handling of School funds:-

- (a) All expenditure should be approved by the Board;
- (b) As part of any selection process, the veracity of references of persons who will handle money and financial records should be verified;
- (c) Authority to sign cheques should always be by at least two approved signatories, one of whom must be the Chairperson of the Board, with the second signature being the Treasurer (preferably) or other approved person;
- (d) Keep all money in a securely locked safe;
- (e) Deposit all cheques and cash in a timely manner;

- (f) Bank accounts should be reconciled on a monthly basis to ensure bank balances are in order.
- (g) There should be a requirement that all requests for cheques to be signed be accompanied by a cheque requisition which details the following:
  - (i) the amount to be paid
  - (ii) who the cheque is payable to
  - (iii) inclusion of an invoice for the amount requested or full details of the purpose of the expenditure
- (h) At each Board meeting, an income and expenditure account should be presented to the Board. This should include the following:
  - (i) payments made,
  - (ii) payments for approval,
  - (iii) latest bank statement, including reconciliation.

#### What is different about the Legal Expenses cover?

In other areas of insurances the cover provided may be regarded as reactive, in other words the injury or damage which is the subject of a claim has already occurred. With the provision of cover for Legal Expenses (Section 6), however, the cover could be said to be proactive, in other words the Board decide in many instances they will take the legal action.

The cover provided is for the legal costs which will be incurred in the pursuit of that legal action.

#### Surely that could enable the Board to take any action it wishes without regard for costs?

No. Firstly the costs are limited to €1,000,000, and secondly cover is only provided in certain circumstances - viz

The Board of Management is required to seek permission from Allianz before it incurs costs which constitute a claim.

The fact remains that no insurance policy is going to fund a frivolous legal action and Allianz will only finance an action if legal advisors confirm that it has a reasonable prospect for success.

#### How can the Board reduce their exposure in this area?

As we have mentioned in Chapter 4 - Safety in the School the existence of appropriate procedures and written records will enhance the possibilities of successfully defending claims. It is therefore imperative that the Board give serious attention to the issue of procedures and record keeping

#### What are the main areas that you feel require particular attention?

##### (a) Employment Procedures

See comments earlier in this Chapter.

##### (b) Health & Safety Procedures

Chapter 5 - Safety, Health & Welfare at Work Act 2005 - details the various procedures that Boards must put in place in respect of the Health & Safety of Employees and others. The obligations imposed on Boards must be documented so that the Board can clearly demonstrate how they are meeting such obligations.

##### (c) Emergency Procedures

The Board's obligations under the Fire Services Act 1981 as amended by the Licensing of Indoor Events Act 2003 are set out in detail in Chapter 9 - Fire Safety in the School.

In keeping with the comments made under Health & Safety above the importance of documentation in this area and the need to constantly communicate and review these procedures cannot be overstated.

##### (d) Code of Conduct

Section 23 of the Education (Welfare) Act 2000 requires the Board, after consultation with the

principal, teachers and parents and the educational welfare officer, to prepare a code of behaviour in respect of the pupils. The code must specify at least the following:

- (i) the standards of behaviour to be observed by each pupil attending the school;
- (ii) the measures that may be taken when a pupil fails or refuses to observe those standards;
- (iii) the procedures to be followed before a pupil may be suspended or expelled from the school concerned;
- (iv) the grounds for removing a suspension imposed on a pupil;
- (v) the procedures to be followed relating to notification of a pupil's absence from school.

The code must be prepared in accordance with guidelines issued by the National Education Welfare Board. The principal, before enrolling a child, is also obliged to provide parents with a copy of the code of behaviour for that school and is empowered, as a condition of registration, to require the parents to confirm in writing that the code is acceptable to them and that they will make all reasonable efforts to ensure compliance by the child.

(e) **School Admission Policy**

The fairness of the admissions policy for pupils to schools is covered by the **Equal Status Acts 2000-2004. Section 7(2)** of the 2000 Act, as amended, prohibits discrimination under any of nine grounds in relation to admission of a pupil to an educational establishment. The nine grounds are:

- (i) gender,
- (ii) marital status,
- (iii) family status,
- (iv) sexual orientation,
- (v) religion,

- (vi) age,
- (vii) disability,
- (viii) race,
- (ix) membership of the travelling community.

However, as a general rule in the context of admissions, the Equal Status Acts permit educational establishments to refuse admission to a particular candidate on the following grounds:

- (i) Primary and secondary schools may admit pupils of one gender only;
- (ii) Primary and secondary schools who wish to create an environment promoting certain religious values may discriminate on the religious ground. The school must show that any refusal of admission is essential to maintain the ethos of the school.

(f) **Child Protection**

The Child Care Act 1991 gave powers to health boards to care for children who were ill-treated, neglected or sexually abused. The Dept of Education have issued Child Protection Guidelines and Procedures to all Schools which are based on the national guidelines contained in Children First.

The aim of the guidelines is to give direction and guidance to school management and staff in dealing with allegations or suspicions of child abuse, with the protection and well being of the child being the most important consideration.

All schools must have documented procedures on Child Protection which must strive to achieve "best practice" but as a minimum meet the guidelines set out in Children First.

(g) **Internet Usage**

Technology has brought welcome advances in Education and is becoming an ever increasing feature of School life at all levels, however when

used in an inappropriate manner it can create exposures for the Board not previously envisaged (eg breach of copyright, cyber bullying, pornography etc)

All Schools should have an Internet Usage Policy which clearly sets out what is considered acceptable use and what is considered unacceptable. The Policy should also set out the disciplinary procedures that will be followed where unacceptable usage occurs. The Policy should be agreed with the Parents Council where possible and issued to all pupils and Parents annually.

**(h) Data Protection**

All schools should acquaint themselves with the provisions of the Data Protection Act 1988 as amended by the Data Protection (Amendment) Act 2003 which governs the

storage and processing of data. This legislation is of particular relevance to the recruitment process, the maintenance of employee records and potential litigation as a result of grievance, discipline or dismissal.

As Data Controllers schools are required to comply with the principles set out in the Data Protection Acts which govern areas such as what data can be retained, how it should be stored, the rights of the Data Subject (i.e. the person to whom the data relates) and the purposes for which the data can be used.

As with all the areas mentioned in this Chapter it is important that the School have a clearly documented policy in this area which is communicated to all members of the Board and Employees.



## 9.0 Fire Safety in the School

All school Boards have a legal responsibility under the Fire Services Act 1981 as amended by the Licensing of Indoor Events Act 2003, to ensure that their school buildings are safe.

### Fire Services Act

Section 18(2) of the Fire Services Act 1981 states:

“It shall be the duty of every person having control over premises to which this section applies to take all reasonable measures to guard against the outbreak of fire on such premises, and to ensure as far as is reasonably practicable the safety of persons on the premises in the event of fire.”

### Definition of a potentially dangerous building

Section 19(1) of the Act defines a potentially dangerous building as:

“any building which would, in the event of fire occurring, constitute a serious danger to life for any of the following reasons:

- (a) The fact that large numbers of persons habitually resort thereto or are accommodated therein.
- (b) The absence of any or adequate appliances or fittings:
  - (i) for extinguishing fires in the building;
  - (ii) for enabling the occupants to escape on the occurrence of a fire;
  - (iii) for the automatic detection of an outbreak of fire;
  - (iv) for giving warning to persons in case of fire;
  - (v) for securing that the means of escape can be safely and effectively used at all times;
  - or
  - (vi) for emergency lighting.
- (c) The flammable nature of the materials of which the building is made.
- (d) The flammable nature of the furniture, furnishings and fittings in the building.
- (e) The absence of adequate means of escape from the building.
- (f) The absence of any or adequate notices as to the procedure which should be followed in the event of fire.
- (g) The flammable, explosive or potentially explosive nature of anything used, stored or deposited within the building.
- (h) The fact that a fire therein would be likely to spread rapidly within the building or to other premises.
- (i) The fact that any power supply or lighting system with which the building is provided is defective, inadequate or inadequately maintained.

- (j) The fact that any heating or ventilating system with which the building is provided is defective or inadequately maintained or presents a fire hazard, or
- (k) Any other similar reason.

## Code of Practice for the Management of Fire Safety in Places of Assembly

In February 1989, the Department of the Environment issued the above mentioned Code to give guidance on measures necessary to discharge their existing statutory obligations under Section 18(2) of the Fire Services Act 1981. (The term Places of Assembly includes Schools).

### What are the main elements of the Code?

The main elements of the Code are as follows:

#### Section 1 - Management Duties

Outlines the main responsibilities of management in relation to fire safety. It stresses the importance of undertaking an appropriate fire safety programme, and the need to appoint a responsible person to take charge of it. The various duties are described in general and are outlined, as appropriate, in more detail in later sections.

#### Section 2 - Fire Prevention

Day-to-day fire prevention measures are a key element in the fire safety management of premises. The Code recommends a number of appropriate precautions including the establishment of good housekeeping practices, periodic inspections, the identification and elimination of potential fire hazards both inside and outside the premises and the application of safety rules.

#### Section 3 - Staff Training

The safety of school occupants will be enhanced if staff know what to do both before and during an

outbreak of fire or other emergency. This can be achieved by ensuring that staff (including temporary and part-time personnel) receive appropriate instruction and training.

#### Section 4 - Fire and Evacuation Drills for Management and Staff

Management and staff should undertake these drills so that they will be familiar with what should be done in the event of a fire occurring. The section outlines a range of procedures which should be followed in the event of a fire or other emergency.

#### Section 5 - Informing the Public

It is extremely important that members of the public in a place of assembly should be fully aware of the fire safety precautions in the premises. This can be achieved by the display of notices regarding the action to be taken in the event of a fire or an alarm being given and also by announcements before the commencement of entertainment, etc. and at regular intervals while the public are present.

#### Section 6 - Escape Routes

The Fire Safety in Places of Assembly (Ease of Escape), Regulations, 1985 provide that certain fire safety precautions related to escape routes and exit doors should be taken by every person having control over schools. Additional management guidance is given as to precautions necessary to ensure the effectiveness of escape routes.

#### Section 7 - Inspection and Maintenance of Fire Protection Equipment

There is a duty on the person in control of a premises to take all reasonable measures to guard against the outbreak of fire on the premises and to ensure as far as is reasonably practicable the safety of persons on the premises in the event of a fire. This requires the provision of fire protection systems and equipment. The recommended

measures for inspecting and maintaining this equipment are set out.

### Section 8 - Assisting the Fire Brigade

This Section details measures which should be taken to assist the fire brigade when it is responding to a fire or other emergency call.

### Section 9 - Record Keeping

It is essential that a record should be kept of the actions taken to implement and oversee the fire safety programme. This Section outlines the information that should be recorded.

#### What needs to be incorporated in a fire safety management programme?

The key objectives of fire safety management are:-

- 1: to minimise the risk of fire;
- 2: to protect the means of escape;
- 3: to limit the spread of fire.

The fire safety programme should incorporate arrangements for:

- (a) the prevention of an outbreak of fire through the establishment of day to day fire prevention practices;
- (b) the instruction and training of staff;
- (c) the holding of fire and evacuation drills;
- (d) informing the public of the procedures to be used in the event of a fire or other emergency;
- (e) ensuring fire escape routes and fire exit doors/passageways are unobstructed and doors operate correctly;
- (f) the provision of adequate fire protection equipment and systems, and their inspection and maintenance;
- (g) consulting with and implementing recommendations of the local fire brigade;
- (h) producing an emergency plan and erection of fire notices.

#### What about Fire Safety Records?

The keeping of fire safety records is an important element of the fire safety programme.

The person responsible for the implementation and overseeing of the fire safety programme should keep a Fire Safety Register/ Fire Log Book to record all fire safety matters. The register should be kept on the premises at all times and should be available for inspection by any authorised officer of the fire authority.

The following data should be recorded in the register:-

- (a) The name of the Fire Safety Manager (and those nominated to deputise for him/her).
- (b) The details of specific duties that have been assigned to staff.
- (c) The details of instruction and training given to staff, and by whom.
- (d) The date of each fire and evacuation drill, the names of staff taking part, and the type of exercise held.
- (e) The type, number and location of fire protection equipment on the premises including water supplies, hydrants etc.
- (f) The date of each inspection and test carried out on fire protection equipment and systems, along with brief comments on the results of the checks and actions taken (and by whom) to remedy defects.
- (g) The details of all fire incidents and false alarms that occur and the action taken.

#### Does any other legislation apply?

The Fire Precautions (Workplace) Regulations 1997 provide for minimum fire safety standards in places where people work and the Safety Health and Welfare at Work Act 2005 is also relevant. One of the key elements of these regulations is the need to carry out fire risk assessments. In other words if the school does

this well, then all the other points concerning fire safety management will fall neatly into place.

### What is a fire risk assessment?

A fire risk assessment is an organised and methodical look at the school premises, the activities carried on there and the likelihood that a fire could start and cause harm to those in and around the premises.

The aims of the fire risk assessment are:

- (a) To identify the fire hazards.
- (b) To eliminate or reduce the risk of those hazards causing harm to as low as is reasonably practicable.
- (c) To decide what physical fire precautions and management arrangements are necessary to ensure the safety of people in the school premises should a fire start.

The terms “hazard” and “risk” are defined as follows:

**Hazard:** anything that has the potential to cause harm.

**Risk:** the chance of that harm occurring.

The risk assessment must take into account all people who may be affected by a fire in the school and this can form part of the existing health and safety risk assessments. The assessment includes a requirement to consider people with intellectual disabilities and special needs.

If there are more than three employees, the risk assessment must be recorded in writing. The risk assessment and its findings are then used to establish what fire precautions need to be provided to ensure a safe environment for the pupils and staff.

The risk assessment will require a full walk through of the school and should include the following points:

- (a) Identification of all the fire hazards in the school.
- (b) Establish who could be in danger if a fire occurs and ensure that people can escape safely.

- (c) Establish if the existing fire precautions are adequate, or identify if more should be done to reduce or eliminate the risks.
- (d) Record findings of the risk assessment and note what has been done to reduce or eliminate the risks.
- (e) The results of the findings should be given to your staff.
- (f) Constantly keep the risk assessment under review to ensure that it is up-to-date.

The following reference will be of assistance in carrying out risk assessments:-

The Regulatory Reform (Fire Safety) Order 2005 became effective in October 2006 for the United Kingdom. The Department for Communities and Local Government in the UK have produced a series of guides for different types of premises and a specific guide has been made available for Education.

Information on fire safety management is included within the guide, including a section on fire risk assessment. Guides can be downloaded free of charge from [www.firesafetyguides.communities.gov.uk](http://www.firesafetyguides.communities.gov.uk)

In our experience schools are particularly vulnerable to fires that are deliberately set. In view of this, the risk assessment will have to specifically include the risk of arson. It is recommended that you start your risk assessment outside the school by assessing the potential arson risk and then work into the main school buildings. The risk of arson will be dealt with in more detail in Chapter 10 - Security in the School.

### Have you any guidelines?

The following are five steps you need to take to carry out a risk assessment (Source: Department for Communities and Local Government Publications, UK – Fire Safety Risk Assessment Educational Premises)

## Fire Safety Risk Assessment

### 1. Fire hazards

Identify sources of:

- (a) ignition
- (b) fuel
- (c) oxygen

### 2. People at risk

Identify people:

- (a) in and around the premises
- (b) especially at risk

### 3. Evaluate, remove, reduce and protect from risk

- (a) Evaluate the risk:
  - (i) of a fire occurring,
  - (ii) to people from fire.

- (b) Remove or reduce:
  - (i) fire hazards,
  - (ii) the risks to people.

all in the following areas;

- (a) Detection and warning
- (b) Fire-fighting
- (c) Escape routes
- (d) Lighting
- (e) Signs and notices
- (f) Maintenance

### 4. Record, plan, inform, instruct and train

- (a) Record significant findings and actions taken,
- (b) Prepare an emergency plan,
- (c) Inform and instruct relevant people,
- (d) Co-operate and co-ordinate with others,
- (e) Provide training.

### 5. Review

- (a) Keep the assessment under review.
- (b) Revise where necessary.

We have also included a Fire Risk Assessment Checklist in the Appendices (Appendix 2) and a Key Fire Hazards and Controls Checklist (Appendix 3) which may be used to assist schools to audit their fire safety hazards and arrangements.

### What are the common causes of fire in schools?

1. Malicious fire / arson, this will be dealt with in more detail in Chapter 10 – Security in the School.
2. External waste management.
3. Inadequate control of building contractors.
4. Poor housekeeping/ storage arrangements.
5. Electrical fires – see hazards and controls checklist

### What are the issues surrounding external waste management?

Due to the high risk of deliberately set fires, the grounds of the school should be clear of waste especially combustible materials such as paper, wood, plastics, paint tins, oils or other flammable liquids. Combustible waste should never be stored in rubbish heaps or loose in the open. Storage should be in suitable receptacles such as waste/litter bins, recycling bins, skips etc. All such receptacles should be located away from the school building so that they do not become the source of a fire accidentally or maliciously set.

The following points should be specifically assessed:

- (a) All waste receptacles should be secured a minimum of 8 metres from the school buildings. Chaining the bins to a fixed point, or providing a secure compound area can achieve this.
- (b) Where possible, all waste receptacles should have lids that are kept locked when not in use.

- (c) Schools in built up urban areas may have difficulty in complying with the 8 metre recommendation. In such cases an assessment is needed to visualise the effect of a burning waste receptacle to nearby buildings.

Factors that can reduce the risk of fire spread to buildings can include siting waste receptacles against or facing masonry walls without windows and without combustible overhangs such as timber soffits.

If this is not possible a metal roofing over the receptacles might help to deflect flames away from the wall and roof. Otherwise the case for having lockable lids for the waste containers is considerably strengthened.

- (d) Where possible, all external waste receptacles should be emptied at the end of each day.
- (e) Waste receptacles should not be fixed to combustible wall claddings of school buildings or be located in covered or recessed areas.
- (f) Any recycling receptacles (particularly those containing paper and textiles) should be located and secured a minimum of 8 metres from the school buildings.
- (g) Loose combustible materials must never be stored against or close to the school buildings.

#### How do we address issues relating to building contractors?

The School's Fire Safety Programme should also address control measures for contractors on the school property, as they can significantly increase the risk of fire and potentially cause obstruction to escape routes.

Contractors can:

- (a) use heat applications (such as blow torches or welding equipment) when undertaking work to flat roofs, plumbing or removing paint;

- (b) store combustible and flammable materials on site such as petrol, thinners, and skip bins;
- (c) break through firewalls. This can occur when a school is being rewired or for upgrades for computer or telephone networks. The wire is often carried above a suspended ceiling and taken through fire walls. These breaks in the fire barriers may not be made good with material of the same fire resistance.
- (d) Contractors may interfere with normal security measures, such as erecting scaffolding that can provide easy access for an intruder, creating a risk of malicious damage or arson;
- (e) may cause obstruction to emergency access routes, through storage of material and equipment.

The key to eliminating such hazards is to ensure procedures and rules are in place with the Contractor before work commences. Discussions should be held with the contractor on:

- (i) how the work will be carried out,
- (ii) arrangements for proper storage of combustible materials, plant and equipment and
- (iii) monitoring of escape routes.

Where use of heat is necessary, a "hot work permit" system should be used. This documented permit requires confirmation from the contractor that fire precautions have been taken prior to, during and after hot work. A sample of a "hot work permit" is available on request from the Allianz Risk Management Department.

#### What about housekeeping/storage arrangements?

Good housekeeping will lower the chances of a fire starting, so the accumulation of combustible materials in premises should be monitored carefully. Good housekeeping is essential to reduce the chances of escape routes and fire doors being blocked or obstructed.

Many of the materials found in educational premises will be combustible. If your premises have inadequate or poorly managed storage areas then the risk of fire is likely to be increased. The more combustible materials you store the greater the source of fuel for a fire.

Combustible items are materials that catch fire with relative ease or with the minimum amount of external intervention e.g. discarded cigarette butt etc. However, by carefully considering the type of material, the quantities kept and the storage arrangements, the risks can be significantly reduced.

The following should be of assistance in this regard:

- (a) Ensure that rubbish is removed regularly and stored in suitable and secure containers.
- (b) Keep escape routes, store rooms and cupboards, staircases and under-stair areas free from rubbish.
- (c) Do not obstruct signs and notices, fire alarm call points or escape routes.
- (d) Do not block entrances and exits with bicycles or waste material.
- (e) Waste paper bins (with lids) should be of metal construction.
- (f) Avoid the accumulation of fluff and grease deposits in kitchens and similar areas.
- (g) Have faulty fluorescent tubes replaced and check ceilings for scorch marks from fluorescent units.
- (h) Avoid placing materials close to light bulbs in store rooms.

### [Have you any further guidance on fire risks and preventative measures?](#)

At it's simplest, reducing fire hazards and the risk of a fire starting means separating flammable / combustible materials from ignition sources.

Below are some key tips for use when carrying out fire safety checks in your school. While the

following examples are by no means exhaustive they will provide you with a sound base from which to develop your own risk assessments. Each school is a unique risk in it's own right and schools should "tailor" these suggestions to suit the requirements of their own school.

## Fire detection and warning

School management must ensure there are adequate means to warn people of a fire in the school. This could take the form of an electronic fire alarm system in larger premises, or in small schools this could be hand bells, whistles or a manually operated fire alarm bell. The key test is to ensure that the fire alarm system can be heard throughout the entire school. Make it distinctive from the normal school bell eg. a constant or intermittent ringing.

A fire detection system is of considerable value in providing protection against fire. If not discovered promptly, a fire can become established and grow to a level that will be difficult to extinguish. A fire detection system monitored 24 hours a day can provide early detection of a fire and notification of the fire brigade even when there is no one on the premises or if the fire starts in a concealed space.

Various types of detector are available. A fire alarm company can recommend the appropriate type for each area of your buildings. Here are some points to consider regarding fire detection systems:

- (a) Systems should be installed and serviced by qualified persons in accordance with IS 3218 (or any amendment or replacement).
- (b) Systems should be connected to a central station monitoring service manned 24 hours per day and should also sound a local alarm in the building to alert occupants.

- (c) Detectors (powered by the building electrical service rather than batteries) should be located on every floor of the building and in the attic or other concealed spaces where there is electrical wiring, heating system components or other potential sources of ignition.
- (d) Smoke and heat detectors should be inspected every six months to ensure that they are working properly. Additionally, batteries in battery operated detectors should be changed at least once per year.
- (e) Adequate fire alarm call points should be available around the school.

#### How often should we have a fire drill?

Unannounced fire drills should be held at least once per term and these should be recorded. All persons should participate so that a safe evacuation procedure is established. After each fire drill analyse its success and whether there were aspects requiring change to improve the system for the next time.

### Means of escape / Escape routes

Important points to take account of are:

- (a) Ensure there are an adequate number of exits (in most cases a minimum of 2) from your buildings and places of assembly. The number of exits required for a given building or assembly place is dependent on the maximum number of people that can occupy a space, the capacity of each exit and the travel distance required. Please consult with your local Fire Officer as to the number of exits required in your particular buildings.
- (b) Fire escape routes must be clearly marked and all fire escape signs should be located in places that clearly indicate escape routes.
- (c) Ideally there should be an alternative means of escape from all parts of the school. Routes

providing a means of escape in only one direction should be avoided as this means that people may have to move towards a fire to escape. The escape routes should be separate from each other and laid out so people can move away from the fire to escape. Escape routes should always lead to a place of safety and be wide enough to cope with the number of people who may use it.

- (d) The escape routes must be kept clear of obstructions at all times and must not be used for storage.
- (e) Keep exit doors unlocked when the building or space is occupied. Use push bars where security concerns require doors to be locked from the outside.

#### Is 'Emergency Lighting' required?

You must assess whether or not there is sufficient lighting available to ensure that occupants can escape safely, particularly in the hours of darkness or if power is cut as the result of a fire.

Consider use of the school in the evenings for parent evenings, meetings, performances etc., and particularly in the winter months. This assessment should be done with normal lights turned off. If the lighting levels are poor, emergency lighting will be required.

The emergency lighting should operate if the normal lighting system fails for any reason, this is not uncommon in a fire situation. The following areas should be given specific attention and provided with lighting if necessary:

- (a) Escape routes – both internal and external if necessary. (External lighting may be needed if the route from the building is potentially hazardous).
- (b) Final exit points from the school.
- (c) Locations directly above fire alarm points and fire extinguishers.

- (d) Highlighting hazards in escape routes –i.e. changes to floor level, staircases and changes of direction in escape routes.

In small schools, the risk assessment can recommend that battery powered or rechargeable torches would be adequate. This is an acceptable solution, provided that the situation is well managed and staff are trained in their use.

#### What is the difference between fire doors and fire exit doors and what are the key issues to consider?

A fire door is designed and installed to prevent fire quickly spreading through a building. A fire exit door is designed to let people out of a building.

The main points to consider are:

- (a) In most cases fire doors are fitted with self-closing devices and should not be “wedged” open.
- (b) Fire doors on cupboards, boiler rooms or other areas of higher fire risk do not need to have self-closing devices, but instead should be kept locked when not used and marked with “fire door keep locked” signs.
- (c) Fire doors on corridors and stairwells should be kept closed when not used, unless they are held open by automatic release mechanisms, linked into the fire alarm system.

In relation to fire exit doors:

- (a) In most cases fire exit doors should open in the direction of travel. The doors should be able to be opened from the inside, without the use of a key.
- (b) Locking mechanisms such as panic devices and push bars are normally used to secure these doors.

- (c) If the door needs to be secured for security reasons, alternative secure locking systems can be used providing there is a clearly understood procedure in place which will ensure that the additional out of hours locking devices are disengaged whenever the door is required as a fire exit. Advice can be sought from the fire officer in these instances.

#### Have you any advice in relation to Portable Fire Extinguishers?

Portable fire extinguishers are an important part of fire protection for all buildings. The following are some of the key issues to consider:

- (a) It is recommended at least one extinguisher be provided for every 200 square metres of area occupied by the school.
- (b) Travel distance to fire extinguishers should not exceed 25m from any point in the building.
- (c) In most cases water extinguishers will be adequate however areas of special risk, such as deep fat fryers in kitchens, electrical equipment (such as photocopiers, computers etc.) will need a fire extinguisher suitable for that type of risk.
- (d) Train all employees in the proper use of fire extinguishers. Many service companies and some fire brigades will provide such training.
- (e) On a monthly basis have a responsible person inspect extinguishers to ensure that they are:
  - (i) Properly mounted and visible.
  - (ii) Free from obvious damage.
  - (iii) Properly charged, and that
  - (iv) Inspection and service tags are current
- (f) At least annually have a fire extinguisher service company inspect and service all portable fire extinguishers.



## 10.0 Security in the School

### Vandalism, Theft and Arson

The wanton and apparently motiveless destruction or damage to property and petty theft are problems that confront many schools. Vandalism, theft and arson are different facets of a single problem from a security viewpoint and a great deal is preventable. To this end the emphasis should be on reducing the exposure rather than replacing or making good.

#### What are the main problems?

1. Malicious damage to glass, roofs and fencing.
2. General vandalism to the building
3. Petty theft.
4. Theft following break-in.
5. Arson.

#### Why is malicious damage / vandalism, theft and in particular "Arson" a problem?

It is unfair in most cases to make generalisations but there are some common trends which do arise:

- (a) Schools are often isolated (even in built-up areas). In many cases they are not overlooked and have long periods of unoccupancy.

- (b) They represent authority to the vandal. Children are attracted initially by the familiarity of the site often just to play but this can frequently develop into causing damage to the school.
- (c) Most offenders are aged 8-15 years, usually male, live within 1km of the school and are frequently pupils or past pupils.
- (d) Vandalism, theft and arson are usually more prevalent in urban areas, with some local variation suggesting different degrees of risk.
- (e) The problem tends to be cyclical, in that incidents beget yet more vandalism, and then dissipates.
- (f) Vandalism occurs in and out of school hours and is endemic to certain areas and schools. Major incidents tend to occur when the building is unoccupied.
- (g) Poor design in many cases often magnifies the problem, which is then exacerbated by the type of security installed. In some cases site perimeter protection and building intruder alarm protection and detection is poor.

Easily accessible, often flat roofs are a feature. Recessed doorways and courtyards providing hidden and therefore vulnerable points are a further problem.

- (h) Some schools have little resistance to fire spread and some contain combustible materials as part of their construction.

- (i) Delayed detection and reporting of fire leading to extensive damage
- (j) Lack of appropriate waste storage areas both internally and externally.
- (k) Fires started deliberately can be particularly dangerous because they generally develop much faster. Of all the property risk-reduction measures, the most benefit may come from efforts to reduce the threat of arson.

### What can be done to reduce the risk of malicious damage, theft and arson?

The school insurance policy requires the Board at all times to exercise reasonable care to prevent loss or damage to their property.

The Board should establish a dedicated security risk management group that could be independent of or indeed form part of the general health and safety function at the school. The size of the group would be dependent on the size and complexity of the school and could be made up of caretaker, teaching staff, member of the Board and perhaps pupils and parents.

This group needs to carry out their own “risk assessment” to identify ways in which intruders, could start fires, what the effect would be and how to prevent or reduce the risk.

School security protection falls into three broad categories:

1. Physical Security such as fencing around the school, locks and strong rooms.
2. Electronic Security - intruder alarms, sensors, CCTV.
3. Management / Housekeeping.

### Can you explain?

**Physical Security** is most effective if used to keep people away from the buildings.

#### (a) Palisade Perimeter Fence

This is a much favoured option. Fencing is available in a variety of different materials, heights and quality. Perimeter fencing should not prevent surveillance of the school site. Fences over 2 metres in height may require planning permission. For effective security, fencing should be of security weldmesh, palisade or railings. The fencing should be to a height of 2.4 metres.

If it is not feasible because of costs to fence the entire school site, including all playing fields then the fencing line should be brought in closer to the school buildings. Additionally, it is advisable to fence or gate any hidden courtyard or recessed areas that exist around the school building.

Gates within perimeter fences must be to the same quality and height as the fence. Gates should be securely locked outside of the normal school hours. Padlocks should be good quality, close-shackle types. It is advisable, however, to check with both the local Fire Brigade and the Gardaí with regard to access to the site in the event of an emergency.

#### (b) Doors

Where possible **external doors** should be solid timber or steel and secured with good quality 5 lever mortise locks or equivalent. It is recommended that **internal doors** of the school building are left closed but unlocked at the end of the school day – except where they are security doors protecting high risk areas such as computer rooms, offices, science laboratories etc. which should be locked.

### (c) Windows

Windows are vulnerable targets for vandalism and are a common point of entry for intruders. Windows that are accessible from the ground, single storey flat roofs, external fire escape stairs etc should be fitted with key operated window locks, wherever possible, and procedures should be in place to ensure that the locks are locked at the end of the school day and the keys removed.

Particularly vulnerable windows can be protected by a variety of steel roller shutters or internal collapsible grilles that can be opened up during the school day.

Where windows are regularly maliciously broken by acts of vandalism, consideration could be given to replacing them with a form of PVC glazing. However, whilst the polycarbonate is virtually unbreakable, it is more expensive and flammable, unless specially treated and can be easily scratched. Also, since it is a flexible material it can be easily sprung from its fittings unless suitable fixings are used.

### (d) Roofs

In the interest of both property protection and safety it is important to take all possible steps to prevent access onto school roofs. Unfortunately, there are many school buildings that are single storey with flat roofs. Examples of preventative actions that could be taken include:

- (i) Remove climbing aids such as low walls, railings, bins.
- (ii) Replace round rainwater down pipes with square, plastic down pipes that fit flush to the wall or fit anti climb covers over the outside of round pipes.
- (iii) Use anti-climb paint – however, only at heights above 2.4 metres and there should be clear signs in place to warn that the paint

has been used – in order to prevent the soiling of clothes through innocent contact.

- (iv) In particularly difficult areas consider using anti-climb devices. These comprise spikes that spin around on a horizontal bar. It is also possible to use strands of barbed wire. However, anti-climbing devices must only be used at heights and in locations where there is no risk of accidental injury to persons including trespassers. Again 2.4 metres would be a guide height here.
- (v) Skylights should have their fixings strengthened by the use of non-return screws and metal grilles can be fitted internally.

### (e) Strong Rooms

These should have masonry built walls, secure doors and roofs. They should be either intruder alarm protected or accessible from intruder alarm protected areas.

### (f) Computer Equipment

The amount of valuable Computer Equipment in schools has increased tremendously in recent years. Mark all valuables by etching with the name of the school. Whilst it has become impossible to move all equipment to secure storerooms at night all attractive items of equipment should be in areas that are intruder alarm protected – and all items of equipment should be security marked with the name of the school.

Purpose built computer rooms should be on upper floor levels if possible with solid walls and secure door and windows. It should also be intruder alarm protected.

Other parts of the school will contain attractive I.T. items such as ceiling mounted multi-media projectors. In addition to ensuring that all rooms

containing such equipment are covered by the intruder alarm system, it may be necessary to provide increased physical security by way of steel cages.

Where possible ensure that all portable electronic equipment, i.e. laptop computers, data projectors etc. are kept in locked, secure areas when not in use.

**Electronic Security** embraces a number of areas including:

- (a) Installation of a comprehensive **intruder alarm system** at the school premises linked to a central monitoring station offers significant deterrent to a potential intruder.

Points to consider are as follows:

- (i) Alarm company should provide the school with specification details of the system installed including type of detectors, where they are located and what type of signalling there is to the alarm receiving centre.
- (ii) It is recommended that not only corridors and entrance foyers should be alarm protected, but also all rooms containing substantial amounts of attractive equipment such as computers.
- (iii) It is advisable that there is signaling to a remote alarm-receiving centre so that the key holders and the Gardai can be informed of an activation as quickly as possible.
- (iv) An approved alarm company should maintain the system.

**(b) Security Lighting**

Good lighting is particularly effective in areas of the school site which are easily visible from nearby housing or roadways.

To install lighting into areas of the school site which are not overlooked can sometimes have the

detrimental effect of attracting wrongdoers to gather. Motion detection activated lights could be more cost effective from an energy consumption standpoint.

**(c) CCTV**

Installation of CCTV protection can further improve security. However prior to the installation of any system, careful consideration should be given to exactly what is expected of the system e.g. deterrent, identification, school management tool, safety of persons, recording, monitoring (on site/off site). Expert advice should always be sought from an approved contractor.

With the introduction of internet technology and high speed broadband off site monitoring of CCTV is now of better quality and far cheaper than previously. There is the real opportunity to make CCTV a preventative security tool, rather than one which produces hazy images of camouflaged thieves available the day after the theft has occurred. Additionally the provision of a loudspeaker facility for the monitoring center to audibly warn off intruders/trespassers would be a further enhancement.

**Management** embraces the way in which activities of maintenance and housekeeping are carried out. There is a relationship between the appearance of the school and the way it is regarded within the community. Schools that look neglected are more prone to vandalism, theft and arson.

Graffiti should always be cleaned up as soon as possible. Graffiti attracts more graffiti.

Carelessness can often be a contributory factor to losses, for example:

- (a) Equipment not securely stored away.
- (b) Valuables not stored in strong rooms.
- (c) Windows left open.

A good working relationship within the school, and well understood procedures are highly effective in reducing losses at little or no cost. In the creation of an image or ethos of care for the building, landscaping has proved to be of benefit.

**Important:** Establish and enforce key and alarm code control and lock up procedures for use of facilities.

### What about the risk of Arson?

In summary measures to reduce the risk of Arson include:

- (a) Deter and prevent unauthorised entry on the site. This can be done by use of signs, delineating the boundary of the premises, by use of robust security fencing, good security lighting, CCTV surveillance and a monitored intruder alarm detection system. Keep shrubs and trees around the building trimmed and under control.
- (b) Deep recesses and alcoves are particularly vulnerable and ideally building alterations should be undertaken to eliminate such features.
- (c) The weakest points of entry into the building are windows and doors. Clearly, means of escape must never be comprised but inspections should be carried out to ensure windows and doors are adequately secured after school hours and external doors fitted with approved locks. The local Crime Prevention Officer can provide advice on this subject.
- (d) Refuse and Recycling receptacles should ideally be kept in a secure compound or alternatively secured by a padlock and chain to a post sited no less than eight metres from the building to prevent them being moved against the building and set alight.
- (e) Obsolete combustible materials such as old tables/chairs should be stored in a secure compound or disposed of on the same day.

- (f) Secure flammable liquids so that intruders can't use them.
- (g) Encourage neighbours to report anything suspicious or untoward going on at the school site.
- (h) Introduce a "School Watch" scheme similar to neighbourhood watch.
- (i) Consider the use of security patrols – either irregularly timed visits or permanently on site between specific hours – if incidents are high. Permanent security patrols are expensive but they may be worthwhile for limited periods when the pattern of criminal behaviour is particularly bad at the school site.

### Do you have any advice on security problems that may occur during normal school hours?

All visitors should be directed by means of signage to a single entrance door and reception point. Access to other parts of the school building should, as far as possible, be prevented.

Access control systems can greatly improve the day time security at schools – particularly national schools – by restricting unauthorized entry into the school building.

### Where can we get advice?

Advice can be obtained from Allianz Education/Risk Management Team on any points relating to security and Allianz will, at your request, review and advise on any specifications for the installation of equipment. A Security Risk Assessment Checklist is included in the Appendices (Appendix 4) which should assist in completing your security risk assessment.

The Garda authorities will also be able to advise you and the Crime Prevention Officer will normally be available to call at your request.



## 11.0 Claims Procedure

### Accidents involving injury to employees, pupils and other persons

It is when a claim is brought against the Board or a teacher that the value of an insurance policy becomes evident.

The most important element of liability claims is that an efficient and complete incident reporting system is maintained. Reduced claims costs will result if an accurate and documented account of an accident has been recorded.

As we have stated in Chapter 4 - Safety in the School, keep a written record of every serious incident with a note of any witnesses. This is a good practice whether or not the Board has a liability. The absence of liability will not necessarily preclude the possibility of a claim.

Get a report from any witnesses as soon after the incident as possible. A court hearing may be years after the incident, and a contemporaneous report is invaluable in providing a defence of the school or teacher.

If it is felt there is no liability, it allows the Insurer to repudiate a claim in the certain knowledge that it has all the facts. A prompt and complete denial can discourage further pursuance of a claim by a claimant or their solicitors.

If it appears there is liability, it enables the claim to be dealt with quickly thus saving some costs and perhaps a reduction in damages.

**Remember that whatever happens in the way that a claim unfolds, Allianz is on your side and there to support you.** At times you may doubt this because the legal system is so confrontational, but be assured that we are.

#### What are the basic rules when a claim occurs?

1. The policy requires you to immediately notify Allianz of all incidents which may give rise to a claim against the Board or an Employee (including any teacher, caretaker, special needs assistant, volunteer etc) engaged by the Board.
2. You are required to report these incidents fully and frankly and afford every assistance to the Insurer in processing the claim. It is detrimental to the handling of the claim to become defensive in why or how an accident happened.
3. You should neither admit nor deny liability nor comment upon the circumstances of the incident. It is possible to remain sympathetic and helpful to the injured person without this being interpreted as being an admission of liability.

4. Any breach of these conditions would entitle Allianz to refuse to handle the claim.
5. Teachers and other employees must be instructed to report any incident involving injury to an employee, pupil or other person which could conceivably give rise to a claim under the policy.
6. In the case of a fatality or serious injury an immediate verbal report must be made to Allianz. This enables Allianz to send its own investigators at the earliest opportunity.
7. If the incident involves equipment, it should be removed from service and kept for inspection. If it is essential equipment which must be repaired and returned to service, Allianz will arrange immediate inspection so that there is no undue delay.
8. The location of the accident can often be a matter for dispute and, therefore, its exact situation and condition should form part of the written report. A photograph of the location of the accident taken soon after its occurrence may later prove to be invaluable.
9. If in doubt as to whether you should advise Allianz of a potential claim, the golden rule is - inform Allianz and we will advise you.
10. Always consider action required to prevent a recurrence of the accident.

#### How do we complete a witness statement?

All relevant information should be written down immediately, whilst the facts are still fresh in the memory. Any delay in recording the facts may result

in a loss of evidence that could be helpful to the Board and / or the teacher.

#### What information should we ascertain about accidents to employees?

##### 1. Circumstances

- (a) Describe the events leading up to the accident.
- (b) Describe in detail what the employee was doing.
- (c) What happened and why did it happen?
- (d) Who was assisting? Describe how.
- (e) Was it a safe system of work?

##### 2. Witnesses

- (a) Who was in charge?
- (b) Who saw the accident?
- (c) Obtain a detailed and signed statement.
- (d) What was said afterwards?

##### 3. Place of Accident

- (a) Inspect it immediately.
- (b) Was safety equipment:
  - Supplied?
  - In use?
- (c) Retain any evidence for inspection.
- (d) Take a photograph or draw a sketch (however crude).
- (e) Note measurements, weights, heights, condition of ground, weather conditions etc.

##### 4. The Injured Employee

- (a) Name, address, age, occupation, experience and length of service.
- (b) What is the nature of the injury and when is the employee expected to return to work?
- (c) What treatment did he / she receive and from whom?

What information should we ascertain about accidents to pupils?

### 1. Circumstances

- (a) Describe the events leading up to the accident.
- (b) Describe in detail what the pupil was doing.
- (c) What happened and why did it happen?
- (d) Who was supervising?
- (e) Was the correct level of supervision in operation?
- (f) If the injury occurred in a games period, was the injury foreseeable e.g. prolonged rough play?

### 2. Witnesses

- (a) Who saw the accident?
- (b) Obtain detailed and signed statements from staff and fellow pupils where the incident is serious e.g. any incident requiring medical attention.
- (c) What was said afterwards?

**Important:** Before taking a statement from a student who may be involved in the accident you should get permission from their parents or guardian.

### 3. Place of Accident

- (a) Inspect it immediately.
- (b) Was equipment involved? Was it in good condition?
- (c) Retain any evidence for inspection.
- (d) Take a photograph or draw a sketch (however crude).
- (e) Note measurements, weights, heights, condition of ground, weather conditions etc.

### 4. The Injured Pupil

- (a) Name, address and age of pupil.
- (b) What is the nature of the injury and when is the pupil expected to return to school?
- (c) What treatment did he/she receive and from whom?

What information should we ascertain about accidents to other persons?

### 1. Circumstances

- (a) Describe the events leading up to the accident.
- (b) Describe in detail what the person was doing.
- (c) What happened and why did it happen?
- (d) Why was the injured person in or around the property?

### 2. Witnesses

- (a) Who (if anyone) saw the incident?
- (b) Obtain a detailed and signed statement.
- (c) What was said afterwards?

### 3. Place of Accident

- (a) Inspect it immediately.
- (b) Was equipment involved?
- (c) Retain any evidence for inspection.
- (d) Take a photograph or draw a sketch (however crude).
- (e) Note measurements, weights, heights, condition of ground, weather conditions etc.

### 4. The Injured Person

- (a) Name, address, approximate age, occupation (if known).
- (b) What is the nature of the injury?
- (c) What treatment did he / she receive and from whom?

## Damage to Property

Damage to property and the consequences resulting can be disruptive to the school programme and, therefore, it is in the interests of all parties that renovation and/or repairs be effected as soon as possible.

If the damage is serious, Allianz will appoint a Loss Adjuster to deal with the matter on their behalf. The Loss Adjuster is professional and independent and his role is not to reduce any claim you may submit. His function is to agree settlement as fairly as possible.

#### What are the basic rules when damage occurs?

1. The policy requires you to immediately notify Allianz of all loss, destruction or damage which may give rise to a claim under the policy.
2. You are required to afford every assistance to Allianz in provision of documentation or access to the property.
3. Any breach of these conditions entitles Allianz to refuse to handle the claim.
4. You should obtain estimates as soon as possible for the work necessary to replace or repair the property or article and submit them to Allianz.
5. The general rule is that every effort should be made to minimise the loss or damage. You should take such steps as are necessary to remove any property which is either undamaged or capable of repair, to a safe area away from the damaged part of the premises.
6. In respect of electronic equipment remember that it can survive moderate exposure to fire, heavy smoke, some exposure to aggressive chemicals and even total water immersion, and that soot is electrically conductive and can lead to operational failure.

Equipment can be successfully restored by an expert if a decontamination and recovery procedure is mounted quickly enough after an incident.

7. If water is flowing from ceilings, cover property with plastic sheeting until the flow ceases. Use dehumidifiers under the plastic if possible.
8. In the case of glass damage get the repairs done as quickly as possible and submit the account to Allianz.
9. Never forget that once a spiral of damage is allowed to continue it can often be hard to contain and, therefore, every effort should be made to clear the damaged portion and tidy up as soon as possible.
10. Always consider action required to prevent a recurrence of the incident.

#### What should we do after fire damage?

1. Switch off equipment including emergency battery power. Water and moisture are electrically conductive and also cause corrosion.
2. Ventilate smoke filled areas.
3. Transport smaller portable equipment into undamaged areas.
4. If you suspect that P.V.C. has been burning, reduce humidity levels below 45% of room temperature. Corrosion processes are greatly reduced by doing this. Do not apply corrosion inhibiting oil to electronic equipment as it can cause damage.
5. Remove water by vacuuming, wiping or similar drying processes. Immediately remove wet objects such as floor coverings.
6. Do not use propane space heaters following a fire as they produce high volumes of condensation. Use a dehumidifier.

### What should we do after storm damage?

1. The general rule is that every effort should be made to minimise the loss or damage. You should take such steps as are necessary to remove any property to a safe area away from the damaged part of the premises and to effect any possible remedial measures to limit further damage resulting.
2. You should obtain estimates as soon as possible for the repair work necessary and submit them to Allianz.
3. If water is flowing from ceilings, cover property with plastic sheeting until the flow ceases. Use dehumidifiers under the plastic if possible.
4. Remove water by vacuuming, wiping or similar drying processes. Immediately remove wet objects such as floor coverings.
5. Do not use propane space heaters as they produce high volumes of condensation. Use a dehumidifier.

### What should we do if the building is uninhabitable?

A total or partially destroyed building represents a hazard and pupils and unauthorised persons should be kept away from such damaged areas. It may be necessary to suspend education for a time until alternative arrangements can be made.

In the extreme it may be necessary to hire temporary classrooms to continue schooling and Allianz will advise on this aspect after inspection of the damage.

### What should we do after vandalism or theft?

1. Any act of vandalism or theft should be immediately notified to the Gardaí.

2. Make sure that the intruders/vandals have left the premises. It is not uncommon for them to remain on the premises and wait until the initial response is over.
3. Secure the premises as well as possible and reactivate the alarm system.
4. If you have an alarm system contact the security company if you suspect that it failed to operate.
5. You should obtain estimates as soon as possible for the work necessary to replace or repair the property or article, and submit them to Allianz.
6. In the case of glass damage get the repairs done as quickly as possible and submit the account to Allianz.  
  
Board up broken windows. The policy covers all such costs.
7. Consider action required to prevent a recurrence of the incident.

## Professional Indemnity, Employment Practices and Legal Expenses Claims

As with liability claims, the most important element of Professional Indemnity, Employment Practices and Legal Expenses claims is the implementation and maintenance of an efficient and complete incident reporting system.

### What are the basic rules when a claim occurs?

1. The policy requires you to  
  
“give immediate written notice to Allianz 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”

Additionally, cover under the Legal Expenses sub-section only applies to legal costs and expenses which are:

“reasonably and properly incurred by the Insured with the express prior approval of Allianz”

2. You are required to report these incidents fully and frankly and afford every assistance to Allianz in processing the claim. It is detrimental to the handling of the claim to become defensive in why or how an incident happened.
3. You should neither admit or deny liability nor comment upon the circumstances of the incident. It is possible to remain sympathetic and helpful to the claimant without this being interpreted as being an admission of liability.
4. Any breach of these conditions would entitle Allianz to refuse to handle the claim.
5. If in doubt as to whether you should advise Allianz of a potential claim, the golden rule is - inform Allianz and we will advise you.
6. Always consider action required to prevent a recurrence of the incident.

## Personal Injuries Assessment Board

injuriesboard.ie formerly known as the the Personal Injuries Assessment Board (PIAB), was enacted under the Personal Injuries Assessment Board Act

2003. PIAB offers an alternative to the current adversarial and court based claims procedure. The aim is to provide a speedier resolution of assessment only cases for genuine victims of accidents through an entirely transparent system, without the high legal costs traditionally associated with court cases.

With effect from 31/05/04 all Employers Liability claims and, from 22/07/04, all Public Liability and Motor claims must be referred to PIAB.

Once formal notification of a claim has been received by an Insurer from PIAB, a 90 day time limit applies to investigate and advise on whether the claim can proceed to assessment. If the Respondent (defendant) does not consent to the PIAB assessing damages, the PIAB will issue a release certificate allowing the claimant (injured party) to implement court proceedings.

If, on the other hand, the Respondent consents to PIAB issuing assessment, this in itself does not indicate that the Respondent is admitting liability. Furthermore, any assessment made cannot be used in evidence in any subsequent court proceedings.

A fee, currently €1,050.00, payable by the Respondent to PIAB, applies if the matter proceeds to assessment. Having confirmed the matter can proceed, the case is then assessed by PIAB, and the award communicated to the Claimant and Respondent.

The Claimant has 28 days and the Respondent 21 days in which to accept or reject the award. Failure by the Respondent to reply is viewed as acceptance.

Rejection of the award by either party will see PIAB issuing an Authorisation Certificate releasing the matter to proceed by way of litigation.

A document entitled “Injuriesboard.ie Claims Process Simplified” is included in the appendix to this Guide.

## General

We do understand that the occurrence of a claim and its subsequent developments can be a very traumatic experience for those involved.

Client satisfaction is a key goal for Allianz and an equitable and speedy response to the settlement of claims forms an integral part of our endeavours to achieve our aims. As we said earlier in this Chapter in relation to liability claims, Allianz is on your side and is there to support you.



# Appendix 1

## New Legislation Review – Republic of Ireland

### Safety, Health and Welfare at Work (General Application) Regulations 2007

Inspection of Work and Lifting Equipment

Technical Bulletin

Allianz Engineering Inspection Services Ltd



From the 1st November 2007 a great deal of the existing sectoral legislation relating to the safeguarding of work and lifting equipment will be revoked and replaced. The following guidance bulletin advises on the introduction and provides a summary interpretation of the new regulations, namely the Safety, Health and Welfare at Work (General Application) Regulations 2007.

These regulations constitute the most significant review and amalgamation of legislation affecting all sectors of industry and commerce and all work equipment.

The new regulations are a means of implementing European legislation in the form of the Amending Directive (95/63/EC) to the Use of Work Equipment Directive (89/655/EEC) which sets out the minimum legal requirements for the safety of those using plant and equipment in a work environment.

#### Definitions

'Work Equipment' means any machinery, appliance, apparatus, tool or installation for use at work.

'Lifting Equipment' means work equipment for lifting, lowering loads or pile driving, and includes anything used for anchoring, fixing or supporting such equipment.

It can be seen that this relates to all equipment used for the purposes of work. Consideration should then be given to the hazardous nature of the equipment being used and appropriate safeguards put in place to ensure that risks are either eradicated or reduced to as low a level as is reasonably practicable.

Apart from the general requirement that all work equipment be periodically inspected, the new regulations identify a number of category groups for consideration, as follows:

- 1 Work equipment requiring inspection, examples of which are:
  - Escalators
  - Conveyors
  - Platform Lifts (below 1.2m)
  - Bottle Jacks
  - Pallet Trucks.
- 2 Work equipment for work at height requiring inspection, examples of which are:
  - Support Structures
  - Work Platforms
  - Work Positioning Systems
  - Work Restraint Systems
  - Safety Harnesses and Lanyards.
- 3 Lifting equipment requiring thorough examination, examples of which are:
  - Hoists and Lifts
  - Suspended Access Equipment
  - Mast Climbing Work Platforms
  - Lifting Accessories
  - Mobile Elevating Work Platforms
  - Cranes (All Types)
  - Fork Lift Trucks
  - Telescopic Handlers
  - Vehicle Lifting Tables
  - Patient Hoists.

## Application

The regulations apply to all duty holders (i.e. owners, hirers, users, etc) as well as work environments. Such work environments will include:

- Industrial locations (Factories, Docks, etc)
- Commercial locations (Offices, Shops, etc)
- Power Generation locations
- Quarries
- Construction sites
- Hospitals and Nursing homes
- Marine vessels.

Certain sector specific regulations will remain which will deal with duty holders legal responsibilities for the care of workers within such environments. However, when it comes to ensuring that the use of work and lifting equipment is suitable and sufficiently safeguarded then the new regulations should be seen as the primary legislation with which a duty holder should comply.

Work and lifting equipment should be maintained in good order such that the risks to any end user are minimised.

Periodically, work and lifting equipment should be inspected or thoroughly examined depending on the level of risk in order to support a duty holders overall duty of care. In the first instance, this should be considered prior to the equipment being put into service. Thereafter, at suitable intervals, as defined by legislation, to determine condition. As well as fulfilling legal requirements to assess the integrity of the equipment, such scrutiny can also be used as an audit of the equipment. Where defects are repeatedly found then this can be an indicator of the breakdown of a support process. Review of the inspection or thorough examination findings can be used as a diagnostic tool for the development and/or improvement of work and lifting equipment use and support processes.

## Notification

Previously, it was only within certain industry sectors that defects were required to be notified to the enforcing authority by the person carrying out thorough examination, for defects which were or could become a danger.

It is a requirement of the Safety, Health and Welfare at Work (General Application) Regulations 2007 that where defects are found during a thorough examination which will require an immediate cessation of work then such defective equipment must be reported to the enforcing authority.

Suitable and satisfactory maintenance, training and inspection regimes will support the use of work and lifting equipment such that serious defects will be an exception rather than the rule. By developing and implementing robust equipment support processes the likelihood of notification will be minimised ensuring safety to the end user and availability of equipment for use and/or hire.

Allianz Engineering has the legal competency, engineering expertise and knowledge to assist clients in the practical application of the regulations. Liaison with the relevant enforcing authorities ensures that the guidance that we provide is both current and legally correct.

### Contact:

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

## Appendix 1(a)

### Engineering Equipment Requiring Statutory Inspection

The following is a list of the main items of equipment which require statutory inspection. If our Engineer Surveyors, during the course of their site visits identify any additional items which they consider require examination, they will highlight them at that time.

Pressure Plant Items	Inspection Frequency (Months)
Steam Boilers (boiler house)	14
Steam Calorifiers (boiler house/plant rooms)	26
Steam Jacketed Pans (kitchens)	26
Steam Café Boilers (café areas)	14
Self Generating Autoclaves	14
Sterilisers (external steam supply)	26
Air Receivers	26

Lifting Plant Items	Inspection Frequency (Months)
Passenger/Goods Lifts	6
Service Lifts	12
Patient Hoists	6
Safety Harnesses/Lanyards	12
Safety Lines	12
Mobile Elevating Work Platforms	6
Chain Blocks etc	12
Slings Shackles etc	6
Fork Trucks	12
Pallet Trucks	12
Suspension Points	12
Wheelchair Lifts	6
Tail Lifts (wheelchair)	6
Tail Lifts (goods vehicles)	6
Runway Tracks (lift shafts etc)	12
Stair Lifts	6
Window Cleaning Equipment/Cradles	6



## Appendix 2

### Fire Risk Assessment Checklist

Hazard Identification	Yes	No	Action required by Management
Have you identified all potential ignition sources?			
Have you identified all potential fuel sources?			
Have you identified all potential sources of oxygen?			
Have you made a note of your findings?			
Is the site enclosed to deter trespassers?			
Is the site illuminated to deter trespassers?			
Is the LPG and flammable chemicals on site stored safely?			
Is the quantity of flammable substances kept to a minimum?			
Is an inventory of flammables available on site for the Fire Brigade?			
Is the boiler room free from flammable and combustible materials?			
Is all waste kept away from the buildings? Is the storage of waste on site kept to a minimum?			
Is all equipment in good condition?			
Is all portable electrical equipment checked by a competent person on an annual basis?			
Is the mains electrical system checked by a competent person every 5 years?			
Are portable heaters used on site? If portable heaters are used are they positioned safely with adequate ventilation?			
If smoking is allowed anywhere on site is it restricted to a safe designated area?			
Have you identified who is at risk?			
Have you identified why they are at risk?			
Have you made a note of your findings?			

Fire Detection and Warning	Yes	No	Action required by Management
Can the existing means of fire detection ensure a fire is discovered quickly enough for the alarm to be raised in time for all the occupants to escape to a place of total safety?			
Are detectors of the right type and in the appropriate locations?			
Can the means of warning be clearly heard and understood by everyone throughout the whole building when initiated from a single point?			
Are there provisions for people or locations where the alarm cannot be heard?			
If the fire detection and warning system is electrically powered, does it have a back-up power supply?			

Fire Fighting Equipment	Yes	No	Action required by Management
Are the extinguishers suitable for the purpose?			
Are there enough extinguishers sited throughout the premises at appropriate locations?			
Are the right types of extinguishers located close to the fire hazards and can users get to them without exposing themselves to risk?			
Are the extinguishers visible or does their position need indicating?			
Have you taken steps to prevent the misuse of extinguishers?			
Do you regularly check equipment provided to help maintain the escape routes?			
Do you carry out daily checks to ensure that there is clear access for fire engines?			
Are those who test and maintain the equipment competent to do so?			

Evacuation/ Escape	Yes	No	Action required by Management
Are the escape routes and final exits kept clear at all times?			
Do the doors on escape routes open in the direction of escape?			
Can all final exit doors be opened easily and immediately if there is an emergency?			
Will everybody be able to safely use the escape routes from your premises?			
Are pupils, students and staff who work in the building aware of the importance of maintaining the safety of the escape routes, e.g. by ensuring that fire doors are not wedged open and that combustible materials are not stored within escape routes?			
Are there any particular or unusual issues to consider?			
Is your building constructed, particularly in the case of multi-storey buildings, so that, if there is a fire, heat and smoke will not spread uncontrolled through the building to the extent that people are unable to use the escape routes?			
Are any holes or gaps in walls, ceilings and floors properly sealed, e.g. where services such as ventilation ducts and electrical cables pass through them?			
Can all the occupants escape to a place of total safety in a reasonable time?			
Are the existing escape routes adequate for the numbers and type of people that may need to use them, e.g. staff, pupils and students, members of the public, persons with disability and young children?			
Are the exits in the right place and do the escape routes lead as directly as possible to a place of total safety?			
If there is a fire, could all available exits be affected or will at least one route from any part of the premises remain available?			
Are your premises used during periods of darkness?			
Will there always be sufficient lighting to safely use escape routes?			
Do you have back-up power supplies for your emergency lighting?			

Signs and Notices	Yes	No	Action required by Management
Where necessary, are escape routes and exits, the locations of firefighting equipment indicated by appropriate signs?			
Have you provided notices such as those giving information on how to operate security devices on exit doors, those indicating doors enclosing hazards that must be kept shut and fire action notices for staff and other people?			
Are you maintaining all the necessary signs and notices so that they continue to be correct, legible and understood?			

Testing and Maintenance	Yes	No	Action required by Management
Do you regularly check all fire doors and escape routes and associated lighting and signs?			
Do you regularly check all your firefighting equipment?			
Do you regularly check your fire detection and alarm equipment?			
Are those who test and maintain the equipment competent to do so?			
Do you keep a log book to record tests and maintenance?			

Evaluate, remove, reduce and protect from risks by:	Yes	No	Action required by Management
Have you evaluated the risk to people in your building if a fire starts?			
Have you removed or reduced the hazards that might cause a fire?			
Have you: <ul style="list-style-type: none"> <li>Removed or reduced sources of ignition?</li> <li>Removed or reduced sources of fuel?</li> <li>Removed or reduced sources of air or oxygen?</li> </ul>			
Have you removed or reduced the risks to people if a fire occurs by: <ul style="list-style-type: none"> <li>Considering the need for fire detection and for warning?</li> <li>Considering the need for firefighting equipment?</li> <li>Determining whether your escape routes are adequate?</li> <li>Determining whether your lighting and emergency lighting are adequate?</li> <li>Checking that you have adequate signs and notices?</li> <li>Regularly testing and maintaining safety equipment?</li> <li>Considering whether you need any other equipment or facilities?</li> </ul>			

Recording	Yes	No	Action required by Management
Have you recorded the significant findings of your assessment?			
Have you recorded what you have done to remove or reduce the risk?			
Are your records available for inspection by the enforcing authority?			
Is all relevant information recorded in the fire log book/ fire register?			

Emergency Plan	Yes	No	Action required by Management
Do you have an emergency plan and, where necessary, have you recorded the details?			
Does your plan take account of other responsible people in the building?			
Is the plan readily available for staff to read?			
Is the emergency plan available to the enforcing authority?			
Have you told your staff about the emergency plan?			
Have you informed pupils, students and visitors about what to do in an emergency?			
Have you identified people nominated to do a particular task?			
Have you given staff information about any dangerous substances?			
Do you have arrangements for informing temporary or agency staff?			
Do you have arrangements for informing other employers whose staff are guest workers in your premises, such as maintenance contractors and cleaners?			
Have you co-ordinated your fire safety arrangements with other responsible people in the building?			
Have you recorded details of any information or instructions you have given and the details of any arrangements for co-operation and co-ordination with others?			

Fire Safety Training	Yes	No	Action required by Management
Have your staff received any fire safety training?			
Have you carried out a fire drill recently?			
Are employees aware of specific tasks if there is a fire?			
Are you maintaining a record of training sessions?			
Do you carry out joint training and fire drills in multi-occupied buildings?			
If you use or store hazardous or explosive substances have your staff received appropriate training?			

Source & Acknowledgement to Department for Communities and Local Government Publications, UK – Fire Safety Risk Assessment Educational Premises

## Appendix 3

# Key Fire Hazards and Controls Checklist

### Electrical safety

Electrical problems are a major cause of fire. However, in most cases, a good standard of maintenance can significantly reduce this risk.

To comply with ETCI 'National Rules for Electrical Installations' the main electrical installation should be tested every five years by an approved contractor. In addition to the installation inspection, electrical safety can be managed by the school by avoidance of the following:

- No temporary wiring should be used as the cables can become damaged and create a fire risk.
- Where possible avoid the use of multi-point adapters as these can overload sockets.
- The main electrical switch room should not be used as a storage area. It is particularly important to ensure that this area is not used for the storage of combustible items.
- Key operated emergency power isolators should be installed in workshops, laboratories, home economics rooms and art rooms to allow for the isolation of the power in the event of an emergency or when workshop has been vacated.
- Surge protectors should be provided for computers and other electrical equipment that may be sensitive to electrical power surges

---

### Gas

- Storage and marking of LPG and other gas cylinders should comply with the Highly Flammable Liquids and Petroleum Gas Regulations.
- Cylinders should be kept in a secure area, preferably in a separate building to the main school or wire cage, protected where necessary against direct sunlight, or in a ventilated secure fire resistant structure.
- Compressed gas cylinders must be stored in an upright position. Avoid dropping, rolling, or knocking them together.
- Key operated gas isolating valves and switches should be present in each laboratory and home economic rooms. Gas should be turned off at this switch when not in use.
- Gas storage areas must be clearly marked and visible to the fire brigade.
- Gas cylinders including spare cylinders must not be kept in ordinary storerooms.

---

### Classrooms

- Keep combustible materials, clothing, and school bags, away from heaters.
- Avoid the use of portable heaters.
- Keep all doorways and corridors unobstructed, e.g. schoolbags tucked in under desks.
- Dispose of rubbish daily.
- Layout of furniture should not obstruct escape routes; in particular consider exit doors to rear of rooms.

## Kitchen & Home Economics

- If applicable, accessible remote gas shut-off valves should be provided. Gas supplies should be isolated at night. It is preferable for restarting of the supply to only be enabled by a key operation.
  - Appropriate fire extinguishers should be provided.
  - Fire blankets should be provided in all areas as there is a risk of fire involving clothing.
  - All electrical equipment (including cookers, washing machines, tumble dryers, irons etc) should be tested as part of the electrical inspection programme. Keep all cooking equipment, hoods, filters and ducts free of grease accumulations.
  - Regularly clean lint traps on dryers and filters on vents, fans and air conditioners.
  - If there is an extraction system above the cooking area, the filters and hood should be cleaned regularly (ideally weekly) and the main extraction ductwork including any associated internal fans should be cleaned annually.
- 

## Halls & Offices

- Avoid wedging open hallway doors, especially fire doors.
  - Test fire exit doors regularly to make certain that the doors do not jam and that the hardware is detached.
  - Restrict paper to bulletin boards.
  - During Christmas period, ensure fairy and decorative lighting is switched off each evening and that lighting is CE marked.
- 

## Art Room

- The immediate area around the kiln(s) should be kept clear of combustible storage.
- All electrical equipment (including the kiln, irons, cooking appliances) should be tested as part of the Portable Appliance Testing system.
- Highly flammable liquids should be stored safely.
- A good standard of housekeeping should be maintained. Materials should be neatly stacked and stored in closed cupboards if possible. Poorly stored, loose materials will allow a fire to develop and spread very quickly.
- Care must be taken where displays are suspended from ceilings, ensuring that they are not positioned near lighting fittings or placed close to heaters.
- Displays should not obstruct escape routes or obscure fire notices, fire alarm points, fire fighting equipment, emergency exit signs or lights.
- Display material should be kept away from curtains, doors and heat sources so that fire cannot easily spread to the building fabric.
- Try to keep total area used for displays to one area.
- Consideration should be given to storage of examination projects and displays in a steel storage container outside the building.

## Laboratories

- Chemicals should be stored in accordance with best safety practice and Department of Education and Science guidelines.
  - Store flammable liquids properly and dispense them from an approved safety container.
  - Avoid storing incompatible chemicals next to each other as interaction may occur (fire or explosion).
  - Survey chemicals annually and discard appropriately any that are obsolete or show signs of decomposition.
  - Order and store the minimum supply.
  - Clean up spills immediately.
  - Ensure storage areas are kept adequately ventilated.
  - Dispose of rubbish regularly.
  - Keep Safety Data Sheets readily available.
  - Fume cupboards should be tested on an annual basis.
  - Accessible, remote gas shut-off valves should be provided. Gas supplies should be isolated at night. It is preferable for restarting of the supply to only be enabled by a key operation.
  - Appropriate fire extinguishers should be provided.
  - Fire blankets should be provided in all areas, as there is a risk of fire involving clothing.
- 

## Gymnasiums & Assembly Halls

- Curtains including stage drapes should be labelled during manufacture to indicate that they are either made from inherently fire retardant fabrics or that they have been chemically treated to achieve fire retardant.
  - Upholstered furniture used in schools should comply with relevant fire safety regulations.
  - Lighting and sound equipment should be regularly checked and tested to ETCI Standards.
  - During performances, ensure exit doors are not obstructed by seating or drapes.
  - Stewards should be put in place during performances to ensure escape routes are unobstructed.
  - Torches should be provided to stewards during performances to assist them in the event of need to evacuate the premises.
- 

## Woodwork, Metalwork & Technology Rooms

- A programme of preventative maintenance for all machines should be put in place (carried out by trained individuals to manufacturer's guidelines).
- Ensure that all machinery is CE marked.
- Local Extraction Ventilation Systems should be installed to meet all appropriate technical standards. The extraction system should remove wood dust to a remote secure storage container outside of the building and wood dust regularly disposed of.
- Where welding takes place, ensure welding curtain is in use and immediate area kept clear of combustibles.
- Provide suitable waste bins with metal lids for disposal of oil soaked and paint rags.

## Heating, Boiler rooms

- If the heating systems are old or if they have not been inspected recently a qualified heating contractor carrying their own separate insurance should inspect the equipment and systems to verify the following – (A) Boilers are properly installed and that rooms containing them are of appropriate construction and (B) There are sufficient clearances from heating equipment and vents to combustible materials.
- Repairs to heating systems should only be performed by a qualified heating contractor
- The boilers should be subject to an annual maintenance contract
- Automatic fuel cut-off devices should be installed.
- The boiler room should not be used for combustible storage
- Ideally a fire detector linked into the fire alarm system should protect the boiler room.
- The room should be provided with a suitable fire extinguisher. In the case of an oil fired burner a fixed extinguisher should be installed over the burner unit ideally with angle iron or equivalent rather than a chain to ensure extinguisher contents are discharged correctly.
- If the heating system is a fuel oil system, the external oil tank should be fitted with a bund wall, to catch any leakage of oil. It is also important to ensure that this banded area is kept clear of any storage and any water accumulation is drained regularly.
- In no circumstances should electric fires or portable gas heaters be used in schools. Where it is necessary to use portable heaters only thermostatically controlled electric oil filled radiators should be used. They should not be used in public areas and should be kept clear of combustible material.

---

## Chapels & Prayer Rooms

- Place candles away from absolutely anything that could catch fire and out of the reach of drafts and curtains.
- Candles when lit must be under the supervision of a responsible adult at all times.
- Always put candles on a stable surface away from anything that might make them fall or that could burn.
- The candle holder should be non-combustible, big enough to contain any dripping wax and sturdy enough not to tip.
- Extra caution should be taken of candles with multiple wicks, as they can produce high flames and intense heat and candles that have flammable decorations embedded in them or as part of a decorative arrangement. Paper and tree bark, for example, can easily catch fire.

---

## Temporary Buildings

Because of their combustible nature, these buildings could pose a risk to the school if they are deliberately set on fire. Where possible, all mobile classrooms or temporary buildings should be located a minimum of 10 metres from the main school buildings.

In addition, the following points should be considered:

- Particular attention should be given to protecting the underside of the mobile classrooms, to prevent this area being used for storage and to reduce the potential for rubbish to accumulate.
- If the school uses timber sheds, then these should not be located close to buildings. Again a minimum distance of 10m is recommended.
- It is important to ensure all mobile classrooms are maintained in good condition.

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## Appendix 4

### Security Risk Assessment Checklist

Physical Security	Yes	No	Action by Management
Are shrubs and trees around the building trimmed and under control to ensure trespassers on school grounds can be viewed from neighbouring property?			
Is there good natural surveillance of the premises?			
Is the security fencing:- 1. Adequate? 2. In good condition? 3. Regularly checked?			
Is the fabric of the building in good condition?			
Are low level roofs:- (a) Secured against access? (b) Is downpipe security adequate? (c) Do they give easy access to upper floor areas?			
Are concealed areas e.g. courtyards, yards, recessed doorways etc. secured against access?			
Are external doors:- (a) In good condition? (b) Locked at night by a good quality lock? (c) Are vulnerable doors suitably strengthened or otherwise protected? (d) Other than visitor entrance doors, secured against unauthorised access during the day?			
Are windows:- (a) In good condition? (b) Secured at night? (c) Kept locked where vulnerable?			
Are skylights, rooflights or upper floor windows which are vulnerable from lower roofs etc:- (a) In good condition? (b) Secure? (c) Locked at night?			

Electronic Security	Yes	No	Action by Management
<p>Is an intruder alarm installed, if so:-</p> <ul style="list-style-type: none"> <li>(a) Does it provide full coverage throughout all areas of the building?</li> <li>(b) Does it have a link to a central alarm station?</li> <li>(c) Are the telephone lines providing the link located underground?</li> <li>(d) Is the telephone line providing the link continually monitored?</li> <li>(f) Is there a maintenance contract in force?</li> </ul>			
<p>Security lighting:-</p> <ul style="list-style-type: none"> <li>(a) Adequate?</li> <li>(b) Has the effectiveness of it been assessed?</li> </ul>			
<p>Are close circuit television cameras in operation?</p> <ul style="list-style-type: none"> <li>(a) Do they cover all areas?</li> <li>(b) Is there a secure recording facility?</li> <li>(c) Are the day time images clear?</li> <li>(d) Are the night time images clear or is additional lighting required?</li> <li>(e) Are images sent to a remote monitoring facility out of hours?</li> </ul>			
<p>Access Control</p> <ul style="list-style-type: none"> <li>(a) Do you have an access control system</li> <li>(b) Is it adequate?</li> <li>(c) Are precautions taken to ensure no tailgating of unauthorised persons at access controlled doors?</li> <li>(d) Are visitors directed to a reception area?</li> </ul>			

Management	Yes	No	Action by Management
Are attractive contents:- (a) Kept in secure areas with alarm protection? (b) Secured to desks, in the case of computers? (c) Security marked.			
Is there a procedure to control the use of keys and a record kept of who has which keys?			
Cash:- (a) Is there a cash control procedure? (b) Is there a safe in use? (c) Are safe keys removed from premises at night?			
Are the premises/grounds patrolled regularly?			
Do you have:- (a) 24 hour guards? (b) Security patrols outside normal hours? (c) Resident caretaker?			
Are refuse and recycling containers kept in a secure compound or alternatively secured by a padlock and chain to a post sited no less than eight metres from the building to prevent them being moved against the building?			
Are flammable liquids secured so that intruders can't use them?			



# Appendix 5 School's Public Liability Accident Report Form

Religious/Education Claims

Dear Policyholder,  
We have received your Notification. Please complete this form fully and return it to the Company as soon as possible. Please note that the issue of this form is not an admission of Liability on the part of the Company.

**1. School**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
No. of Pupils: \_\_\_\_\_  
No. of Teachers: \_\_\_\_\_  
Name & Address of Correspondent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**2. Injured Party**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Age: \_\_\_\_\_ Class/Grade: \_\_\_\_\_  
Nature of Injuries: \_\_\_\_\_  
\_\_\_\_\_  
How was the injury treated: \_\_\_\_\_  
\_\_\_\_\_  
Did the injured party require medical treatment: Yes  No   
If 'Yes' state the name of Doctor/Hospital: \_\_\_\_\_  
\_\_\_\_\_  
Treatment/Findings (if known): \_\_\_\_\_  
\_\_\_\_\_

If injured party is a student, when were the parents notified of the accident:  
Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_  
Has the injury prevented the student from attending classes: Yes  No   
If 'Yes' period of absence: From: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ To: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**3. Circumstances of Accident**

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_  
Precise Location: \_\_\_\_\_  
Nature of activity in which the injured party was engaged when the accident occurred:  
\_\_\_\_\_  
\_\_\_\_\_  
Full description of accident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3. Circumstances of Accident (continued)

What arrangements were in force for supervision at the time of the accident:

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How many pupils were in the area when the accident happened: \_\_\_\_\_

How many teachers were supervising the area: \_\_\_\_\_

Was the accident caused by any defect in the premises: Yes  No

If 'Yes' give details: \_\_\_\_\_

---

Was the incident witnessed by a teacher/supervisor: Yes  No

If 'Yes' state: Name: \_\_\_\_\_

Address: \_\_\_\_\_

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If 'No' to whom was it first reported:

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When reported: \_\_\_\_\_

By whom: \_\_\_\_\_

Were there other witnesses: Yes  No

If 'Yes' please give details:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

---

---

Name: \_\_\_\_\_

Address: \_\_\_\_\_

---

---

Has any claim been made against the school: Yes  No

If "Yes" please give details: \_\_\_\_\_

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### Data Protection Act - Statements and Consents

Allianz p.l.c. is a member of the Allianz Group, and shall be the data controller in respect of all personal information provided on this form. References to We and Us in these statements and consents shall be construed accordingly. Allianz p.l.c. is regulated by the Financial Regulator.

By your signature you warrant and represent to Us that in respect of any personal data of any data subject which you provide to Us, you have the authority of that data subject to disclose such data to Us and by your signature, consent to all of the information being used, processed, disclosed and retained for the purposes of insurance administration (including underwriting, processing, claims handling, reinsurance and fraud prevention). We will not retain any personal information for longer than is necessary for the purposes for which it is obtained.

We may share with our agents and service providers, members of the Allianz Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing, and regulatory bodies (of which We are a member or by which We are governed), information We hold about the claimant and the claimant's claims history.

We may need to collect sensitive data relating to the claimant (such as medical or health record or condition, etc.) in order to administer claims which arise. By your signature, you signify your consent to such information being disclosed by Us, our agents and other insurers for the purposes of insurance administration (including underwriting, processing, claims handling, reinsurance and fraud prevention).

#### 4. Notes

1. Your policy covers your Legal Liability at Common Law for accidents to Members of the Public.
2. You are not automatically responsible for each and every accident which occurs on your premises.
3. Responsibility rests with the injured party to prove that the injuries suffered were as a direct result of negligence on your part.
4. If the accident was caused by defective equipment, please retain for inspection by a Company Representative.
5. Statements should be obtained from witnesses as soon as possible while the incident is fresh in their minds. Please draw a sketch of the location if appropriate.

---

#### 5. Sketch Map

If accident occurred in the playground please draw a rough plan of same, indicating location and position(s) of teachers/supervisors

Signed:  \_\_\_\_\_ Status: \_\_\_\_\_ Date:  /  /

Please return completed form and witness statements to:

Allianz p.l.c., Allianz House, Elmpark, Merrion Road, Dublin 4.

Telephone: (01) 613 3000 Fax: (01) 613 4444 Email: [info@allianz.ie](mailto:info@allianz.ie) Website: [www.allianz.ie](http://www.allianz.ie)

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# Appendix 6

## Pupil Personal Accident Report Form

Religious/Education Claims

Dear Policyholder,

We acknowledge receipt of your recent Notification. Please complete this form fully in accordance with the explanatory notes overleaf. All claims are subject to Policy terms and conditions.

### 1. School

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Policy Number: \_\_\_\_\_

Is the injured pupil covered for school activities only Yes  No   
 or 24 hour cover? Yes  No

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

### 2. Names of Injured Pupil and Parent

Pupil's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Class Name/Year: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Parent's Name: \_\_\_\_\_

### 3. Accident Circumstances and Related Particulars (to be completed by the School Principal / Parent as appropriate)

Date and time of accident: \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_\_

Please describe fully the location, circumstances and nature of the accident:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please describe fully the nature and extent of the injuries suffered:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Does the injured pupil suffer from a pre-existing physical defect, infirmity or medical condition? Yes  No

If 'YES' give details: \_\_\_\_\_

Name and Address of Doctor/Dentist attending injured pupil:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the injured pupil the beneficiary of Private Healthcare Insurance (e.g. VHI, Quinn Healthcare, etc) or Medical Card cover? Yes  No

Please state the amount recovered to date, if any, from the above source: € \_\_\_\_\_

Have the injuries described prevented attendance at school? Yes  No

If 'YES' between what dates: From: \_\_\_\_/\_\_\_\_/\_\_\_\_ To: \_\_\_\_/\_\_\_\_/\_\_\_\_

## Data Protection Act - Statements and Consents

Allianz p.l.c. is a member of the Allianz Group, and shall be the data controller in respect of all personal information provided on this form. References to We and Us in these statements and consents shall be construed accordingly. Allianz p.l.c. is regulated by the Financial Regulator.

By providing Us with the information and by the parent/guardian signature, the parent/guardian consents to all of the information being used, processed, disclosed and retained for the purposes of insurance administration (including underwriting, processing, claims handling, reinsurance and fraud prevention). We will not retain any personal information for longer than is necessary for the purposes for which it is obtained.

We may share with our agents and service providers, members of the Allianz Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing, and regulatory bodies (of which We are a member or by which We are governed), information We hold about the pupil and the pupil's claim history.

We may need to collect sensitive data relating to the pupil (such as medical or health record or condition, etc.) in order to administer claims which arise. By the parent/guardian signature, the parent/guardian signifies consent to such information being disclosed by Us, our agents and other insurers for the purposes of insurance administration (including underwriting, processing, claims handling, reinsurance and fraud prevention).

### 4. Declaration

I/We declare that the foregoing statements are true to the best of my/our knowledge and belief.

Signature of School Principal:  \_\_\_\_\_ Date  \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Parent/Guardian:  \_\_\_\_\_ Date  \_\_\_\_/\_\_\_\_/\_\_\_\_

### 5. Notes

1. This Form must be completed, signed and dated by both Parent and School Principal. It should be returned to the Company as soon as possible after the accident has occurred.
2. Please attach copy invoices in support of the amount claimed.
3. **The Medical Certificate below need only be completed by a registered medical/dental practitioner, at the sole expense of the claimant, if the claim exceeds €250 in value.**
4. It is important to quote the Policy Number on ALL correspondence.

### 6. Medical Certificate

Name of Patient: \_\_\_\_\_

Date of your first attendance on Patient: \_\_\_\_/\_\_\_\_/\_\_\_\_

Is the disability wholly due to the accident?: Yes  No

If the Patient has recovered please state date of recovery: \_\_\_\_/\_\_\_\_/\_\_\_\_

Please state date of return to school: \_\_\_\_/\_\_\_\_/\_\_\_\_

Are you still in attendance on Patient?: Yes  No

Are they consistent with the description of the accident as stated overleaf?: Yes  No

Full details of injuries suffered: \_\_\_\_\_

Age: \_\_\_\_

Has the Patient been confined to bed or house on your instructions?: Yes  No

If 'YES' between what dates: From: \_\_\_\_/\_\_\_\_/\_\_\_\_ To: \_\_\_\_/\_\_\_\_/\_\_\_\_

If disability is continuing, please state the probable further duration of such total disablement from this date: \_\_\_\_\_

General remarks: \_\_\_\_\_

Signature:  \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_

Qualification: \_\_\_\_\_

Please return completed form and invoice(s), if any, to:

Allianz p.l.c., Allianz House, Elmpark, Merrion Road, Dublin 4.

Telephone: (01) 613 3000 Fax: (01) 613 4444 Email: info@allianz.ie Website: www.allianz.ie

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# Appendix 7 Personal Accident Report Form

Religious/Education Claims

Dear Policyholder,

We have received your Notification. Please complete this form fully and return it to the Company as soon as possible. Please note that the issue of this form is not an admission of Liability on the part of the Company.

### 1. Insured

Name:

Address:

Policy Number:

Telephone Number:

Email Address:

### 2. Injured Party

Name:

Address:

Date of Birth:  /  /

Telephone Number:

Business or Occupation (incl. Part-time Occupation):

Name of Injured Party's Employer:

Address of Injured Party's Employer:

### 3. Circumstances

Date and Time of accident:  /  /

Please describe fully the location, circumstances and nature of the accident:

Please describe fully the nature and extent of injuries suffered by the injured party:

Has the injured party suffered any previous injuries: Yes  No

If 'YES' give details:

Name and Address of Doctor attending injured party:

Was the injured party totally disabled by the injuries described above and unable to attend any part of his/her business or occupation: Yes  No

If 'YES' between what dates: From:  /  /  To:  /  /  (Inclusive)



Signature:

X \_\_\_\_\_ Date X    /    /   

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Qualification:

\_\_\_\_\_

Please return completed form to:

Allianz p.l.c., Allianz House, Elmpark, Merrion Road, Dublin 4.

Telephone: (01) 613 3000 Fax: (01) 613 4444 Email: [info@allianz.ie](mailto:info@allianz.ie) Website: [www.allianz.ie](http://www.allianz.ie)

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Website: [www.allianz.ie](http://www.allianz.ie)

# Appendix 8 Employer's Liability Accident Report Form

Claim No. \_\_\_\_\_

### Employer

Name and Business Address of Employer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Date of last premium payment: \_\_\_\_/\_\_\_\_/\_\_\_\_

Business of Occupation: \_\_\_\_\_

Telephone Number: \_\_\_\_ \_\_\_\_ \_\_\_\_

Office Mobile: \_\_\_\_ \_\_\_\_ \_\_\_\_

Are you registered for VAT? Yes  No  If YES, state registered number: \_\_\_\_\_

### Injured Person

Name and Address of Injured Person

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Marital Status: \_\_\_\_\_

Occupation: \_\_\_\_\_

National Insurance No.: \_\_\_\_\_

If the injured person is related to you please state:-

(a) the relationship (a) \_\_\_\_\_

(b) whether he/she resides with you

(b) \_\_\_\_\_

Was the injured person in your direct employment? Yes  No

If YES, state how long in your employment

\_\_\_\_\_

If NO, state name and address of Contractor.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has employee applied for Occupational/Industrial Injuries Act Benefit? Yes  No

### Details of Accident

Date and Time of accident: \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_\_

Address where accident occurred:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When and to whom was the accident reported by the injured person?

\_\_\_\_\_

Did the injured person cease work? Yes  No

If YES, state the date on which he/she did so \_\_\_\_/\_\_\_\_/\_\_\_\_

If the injured person has resumed work, state the date on which he/she did so.  /  /

Was the injured person engaged on work for you at the time of the accident?

Yes  No

State fully the nature of work upon which the injured person was engaged at the time of the accident.

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Are any specialised tools or equipment required to carry out the work?

Yes  No

If YES, give details.

---

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---

Were any safety features breached?

Yes  No

State the date of last inspection by factory inspectorate, and whether or not any recommendations were made.

/  /

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Give full details of the circumstances and cause of the accident. State through whose fault (if any) the accident occurred?

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### Injuries

Give full details of injuries received.

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Was the injured person taken to hospital? Yes  No  If YES, state name of the hospital

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---

Is the injured person at present receiving medical attention?

Yes  No

### Claim Details

Has a claim for compensation been made upon you?

Yes  No

Is compensation being claimed or received by the injured person from any other source?

Yes  No

Has the injured person been injured previously, or received compensation previously, from you or any other employer?

Yes  No

### Earnings

State the net weekly earnings of the injured person.

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State the total net weekly earnings including bonuses, overtime, allowances etc.

of the injured person for the thirteen weeks prior to the accident.

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State how many employees are in your service, and the amount of annual cash wages paid to them.

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State names and addresses of all people working in the vicinity at the time of the accident. (Enclose statements where possible).

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## Data Protection Act - Statements and Consents

Allianz p.l.c. is a member of the Allianz Group, and shall be the data controller in respect of all personal information provided on this form. References to We and Us in these statements and consents shall be construed accordingly. Allianz p.l.c. is regulated by the Financial Regulator.

By your signature you warrant and represent to Us that in respect of any personal data of any data subject which you provide to Us, you have the authority of that data subject to disclose such data to Us and by your signature, consent to all of the information being used, processed, disclosed and retained for the purposes of insurance administration (including underwriting, processing, claims handling, reinsurance and fraud prevention). We will not retain any personal information for longer than is necessary for the purposes for which it is obtained.

We may share with our agents and service providers, members of the Allianz Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing, and regulatory bodies (of which We are a member or by which We are governed), information We hold about the claimant and the claimant's claims history.

We may need to collect sensitive data relating to the claimant (such as medical or health record or condition, etc.) in order to administer claims which arise. By your signature, you signify your consent to such information being disclosed by Us, our agents and other insurers for the purposes of insurance administration (including underwriting, processing, claims handling, reinsurance and fraud prevention).

---

I/WE HEREBY CERTIFY that to the best of my/our knowledge and belief the statements and particulars contained herein are fully made and that I/we have withheld no material fact concerning the accident or the injured person.

Signature of Policyholder  \_\_\_\_\_

Date  \_\_\_\_/\_\_\_\_/\_\_\_\_

### Important

The Policyholder is reminded that the Company cannot accept responsibility for payments made to injured persons without its authority. The Policyholder's attention is specially drawn to the fact that his interests and those of the Company are identical in as much as the future premiums payable depend upon the amount of compensation paid by the Company. The Policyholder should therefore do everything possible to prevent any but bone fide claims being admitted.

### Please return completed form to:

Allianz p.l.c., Allianz House, Elmpark, Merrion Road, Dublin 4.

Telephone: (01) 613 3000 Fax: (01) 613 4444 Email: [info@allianz.ie](mailto:info@allianz.ie) Website: [www.allianz.ie](http://www.allianz.ie)

Allianz p.l.c. is regulated by the Financial Regulator. Registered in Ireland, No. 143108

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Allianz House,  
Elmpark,  
Merrion Road,  
Dublin 4.  
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Website: [www.allianz.ie](http://www.allianz.ie)



Previous Damage/Loss

Have you ever sustained Damage/Loss of this nature previously?

Yes  No

If 'YES' give details:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Particulars of Damage/Loss

Please retain damaged property

State where damaged property may be inspected:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Note:

- (i) Please complete all relevant columns.
(ii) Receipts, Estimates or other documentary evidence will be required to prove damage/loss and should be attached in support of your claim.
(iii) The Insured in not entitled to abandon salvage to the Company.

Table with 6 columns: Description of property damaged or lost, Date of Purchase, Original Cost Price, Present Day Cost of Replacement, Deduction for Wear, Tear or Depreciation, Amount Claimed. Includes a Total row at the bottom.

Certification for completion by An Garda Siochana (To be completed for theft or loss only)

Address \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Division \_\_\_\_\_ District \_\_\_\_\_

This is to certify that (name) \_\_\_\_\_
of (address) \_\_\_\_\_

reported to this station on the undernoted date the loss/larceny of property as itemised, valued as estimated above.

Date reported \_\_\_\_/\_\_\_\_/\_\_\_\_

The interest of Allianz p.l.c. has been noted.



Signed: X \_\_\_\_\_ (Garda)

I/We declare that the foregoing statements are true to the best of my/our knowledge and belief, that the articles and property described on the above Schedule were damaged/lost under the circumstances described and that such articles and property belong to the persons named, no other person having any interest therein.

Signature of Policyholder: X \_\_\_\_\_

Date: X \_\_\_\_/\_\_\_\_/\_\_\_\_

Please return completed form to:

Allianz p.l.c., Allianz House, Elmpark, Merrion Road, Dublin 4.

Telephone: (01) 613 3000 Fax: (01) 613 4444 Email: info@allianz.ie Website: www.allianz.ie

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# Appendix 10 Garda Report Form (For Demonstrative Purposes Only)

Dear Policyholder,  
Your policy requires that your loss be notified to the Gardai. Please complete the undernoted notification – Section 1 only – and bring to the Garda Station in charge of the District in which the incident occurred. Section 2 (Confirmation) should be completed by the Garda receiving the notification. This document should be returned with your completed Claim Form to Claims Department, Allianz p.l.c., Allianz House, Elmpark, Merrion Road, Dublin 4.

### Section 1 Notification to An Garda Siochana

I wish to report loss/larceny of the undernoted property valued approximately € \_\_\_\_\_  
from (address/scene) \_\_\_\_\_

on (date) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

General description of lost/stolen property \_\_\_\_\_

Signature Date

Address \_\_\_\_\_

### Complete if vehicle involved:

Reg. No.	C.C.	Make	Engine No.	Chassis No.	Model	Year	Mileage at date of loss

Are you the sole owner  Yes  No

In whose name is the vehicle registered? \_\_\_\_\_

### Complete if Bicycle/Video/T.V./Other equipment etc. involved:

Name of Manufacturer:	Serial Number:	Year of Manufacture:

### Section 2 Certification for completion by An Garda Siochana

Address \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Division \_\_\_\_\_ District \_\_\_\_\_

This is to certify that (name) \_\_\_\_\_  
of (address) \_\_\_\_\_

reported to this station on the undernoted date the loss/larceny of property as itemised, valued as estimated above.

Date reported \_\_\_\_\_ The interest of Allianz p.l.c. has been noted.

Signed: (Garda)

Detach underneath copy and hand to Gardai



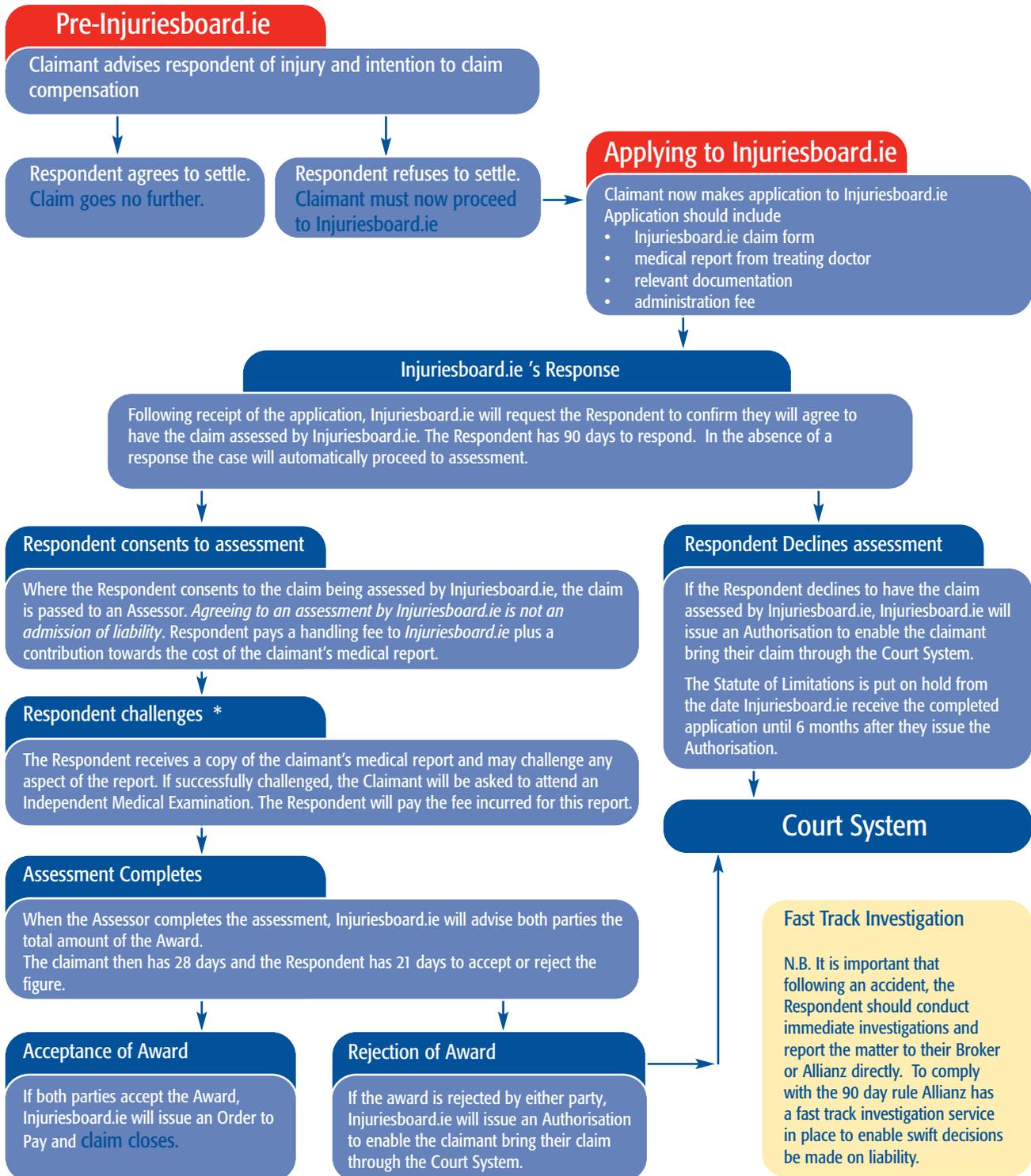


# Appendix 11

## Injuriesboard.ie Claims Process Simplified

Injuriesboard.ie (formerly PIAB) is a statutory body which will assess claims for compensation for personal injury resulting from accidents – where liability is not in dispute. The emphasis of Injuriesboard.ie is on a speedy and informal delivery of compensation without the legal cost traditionally associated with personal injury litigation. Injuriesboard.ie will deal with Employer’s Liability, Public Liability claims and Motor claims.

This guide provides a simplified overview of the Injuriesboard.ie claims process. For a more detailed review of the entire process, please visit: [www.Injuriesboard.ie](http://www.Injuriesboard.ie)



\* A Negotiated Settlement is always an option. At any stage prior to assessment the parties can reach a directly negotiated settlement and Injuriesboard.ie will discharge itself from the case when the Respondent has paid the appropriate fee.

Useful Definitions: *Claimant:* Injured Party  
*Respondent:* Insured/Policyholder/Employer  
*Assessor:* Injuriesboard.ie representative deciding on amount of award  
*Independent Medical Examination:* An examination carried out by a doctor from the Injuriesboard.ie panel

# Allianz Injuriesboard.ie Roadmap

- Letter from Claimant to Respondent
- Respondent notifies Allianz
- Resolution not possible – Claimant applies to Injuriesboard.ie
- Injuriesboard.ie informs Respondent/Allianz
- Allianz must reply within 90 days
- Allianz says no to Injuriesboard.ie – Court route
- Allianz says yes to Injuriesboard.ie – Assessor appointed
- Allianz pays Injuriesboard.ie handling fee
- Assessor forwards Claimants medical report to Allianz
- Allianz accepts or challenges Claimants medical report
- If successfully challenged, Injuriesboard.ie arranges independent medical examination
- Assessors award communicated to Claimant and Allianz
- Claimant – 28 days to accept/reject. Allianz – 21 days to accept/reject
- Accepted – Order to Pay received by Allianz – cheque to issue within reasonable time
- Rejected – Injuriesboard.ie issues Authorisation allowing matter to proceed through Court System

## Broker/Client Responsibility arising from Injuriesboard.ie

*In order to adhere to strict Injuriesboard.ie timescales, please note the following should be complied with:*

- Notify all Claims/Incidents **immediately** to your Broker/Allianz (including witness statements where possible).
- Forward all Claimant and Injuriesboard.ie correspondence **immediately** to your Broker/Allianz.
- Respond **immediately** to all Injuriesboard.ie related queries from your Broker/Allianz.

## Contacts

For further information or clarification on any point, please contact any of the following:

Contact name	Position	e-mail	Direct telephone
Anthony Shannon	Board of Management	anthony.shannon@allianz.ie	01-6133306
John McGrath	Head of Claims Relationship Management	john.mcgrath@allianz.ie	01-6133071
Kevin O'Halloran	Litigation Manager	kevin.o'halloran@allianz.ie	01-6133433
Gerry O'Toole	Education Claims Relationship Management	gerry.otoole@allianz.ie	01-6133063

Allianz p.l.c.

Allianz House, Elmpark, Merrion Road, Dublin 4, Ireland.

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