

ALLIANZ P.L.C.

Schools Journal

www.allianz.ie/schools
Issue 01 | 2015

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Editorial

Dear Friends, Welcome to the Autumn 2015 edition of our Schools Journal.

The Allianz Custodian School Protection Policy incorporates in a single document, the range of insurance which all schools need. In this edition of our Schools Journal we have taken on board your feedback and will commence a series of articles which will summarise the



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main covers provided within the Allianz Custodian School Policy. It is important to note that you must refer to your Policy Document Wording and Schedule for full details of the cover provided including all terms and conditions. In this issue we will concentrate on Section 1 Property and Section 2 Consequential Loss.

The areas regarding the use of teachers and other staff private cars on school related business and general supervision within the school grounds can generate a lot of queries. In this issue we include articles on these topics where we endeavour to deal with the common queries that can arise relating to these matters.

Other articles which feature within this edition include the services provided by your local Allianz Representative, protecting your school property during holiday periods and use of the school premises by outside groups.

I hope you find this information to be of interest and assistance to you. If there is any additional information we can provide in relation to any of the articles published or indeed, if you have any issues you wish to raise, please do not hesitate to contact us.

Our email address is education@allianz.ie. Please quote your policy number in the subject title of the email. You can also contact our Education Team at 01 613 3966, our Pupil Personal Accident Helpline at 01 613 3900, your local Allianz Representative or your Insurance Intermediary. Calls may be recorded. Our schools website is www.allianz.ie/schools

Anthony Shannon

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Member of the Board of Management



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Pupil Personal Accident Insurance 2015/2016

Why the need for Pupil Personal Accident Insurance?

Your Allianz Custodian School Protection Policy covers the **legal liability** of your school, each individual member of the Board of Management, Patron and/or Trustees if they are found to be **negligent** and this **negligence** leads to an injury. However, it does not cover medical/dental expenses as a result of an accident where no negligence can be proven against the Board of Management.

Where a school takes out the **Allianz Pupil Personal Accident Insurance**, their pupils can recover medical and/or dental expenses incurred (subject to policy limits) as a result of an accident regardless of whether or not anyone is to blame for the accident. This is a benefit for both the parent and the school. The parent can claim directly from Allianz without having to prove the school were negligent. This in turn should greatly reduce the possibility of animosity between the parent and the school.

The **Allianz Pupil Personal Accident Insurance** covers medical and dental expenses following an accident. There are two options, **"School Activities only"** cover, which provides medical and dental expenses (subject to policy limits) when pupils are engaged in school related activities, or for an additional amount per pupil, the child is covered for medical and dental expenses 24/7, 365 days a year following an accident.

To illustrate the importance of a Pupil Personal Accident Policy here are some examples:

Case 1 – Dental Injury

A 10 year old child was playing on a slide in the school playground. He hit his chin on the ground and as a result damaged and broke a permanent front tooth. Dental fees were only partially covered by private medical insurance. The balance was covered by Allianz Pupil Personal Accident Policy and any further dental expenses (subject to policy limits) incurred by

the child's parents relating to this accident will also be covered as Allianz do not impose a time restriction on follow on expenses. Medical and dental expenses will continue to be paid until the need for care has ceased.

Case 2 – Cycling accident

A 9 year old child was riding his bicycle down a steep driveway. He turned awkwardly and fell into a ditch beside the road. This resulted in injuries to his head, legs, arms and stomach which required stitches. All medical expenses incurred by the parents of the child as a result of this accident were covered under the Allianz Pupil Personal Accident Insurance.

Case 3 – Pupil injured skiing

A 15 year old child was skiing and collided with another person on the ski slope. As a result of the collision, he sustained a fractured wrist. The child's parents did have private medical insurance, however, their plan did not cover out-patient charges. All out-patient charges incurred by the parents relating to this accident were covered under the Allianz Pupil Personal Accident Insurance.

Why is the Allianz Pupil Personal Accident Policy Superior?

No Time Limit

We are the only Pupil Personal Accident Insurer in Ireland who will continue to pay Medical and Dental expenses for an unlimited time (subject to policy limits).

Other insurers stop paying insured expenses after a set time period.

Superior Protection

99% of all Pupil Personal Accident Claims are made under the Medical and Dental expense benefits. These specific benefits pay up to €50,000 each.

24/7 Protection

The 24 hour option covers pupils 365 days a year.

30%* Reduction

30%* online reduction available at www.allianz.ie/schools

No Excess

No claims excess means parents/guardians can claim all medical and dental expenses following an accident and not just a portion of them, subject to policy limits.

Straightforward Claims Settlements

Providing a straight forward facility for parents to claim medical and dental expenses following an accident to their child.

If you would like to buy an Allianz Pupil Personal Accident Policy, please log onto www.allianz.ie/schools where your school can also avail of a 30%* premium reduction. (*Schools may retain 30% premium reduction at the parents' discretion).

Allianz p.l.c. is regulated by the Central Bank of Ireland. Standard acceptance criteria and policy conditions apply. Calls may be recorded. Information correct as of 01/05/15.



Competition

We are delighted to announce our Pupil Personal Accident Competition for 2015. Every school that buys or renews their Allianz Pupil Personal Accident Policy online before the 31st October 2015 will be in a draw to win one of 3 new iPads (Air 2). There are three chances to win so best of luck to everyone.

Competition terms and conditions apply and are available at www.allianz.ie/schools.

The winners of the three iPad Air last year were:

- 1 Camcloon National School, Ballydangan, Athlone, Co Roscommon
- 2 Monamolín National School, Court, Monamolín, Gorey, Co Wexford
- 3 Tibohin National School, Castlereagh, Co Roscommon

Protecting your **School Property** during holiday periods

The reduced presence of staff on the school premises over holiday periods can increase the risk of damage to schools. Every year we receive an increasing number of property damage notifications following the re-opening of schools after holiday periods.



During the holiday periods it is therefore important to pay attention to both internal and external security to ensure that your school property and grounds are adequately protected.

The most common claims that we see include:

- Malicious damage
- Vandalism to the premises
- Petty theft
- Theft following break in
- Arson

School security protection falls into three categories:

Physical security such as fencing around the school, locks and strong rooms are an

effective means of keeping unwanted people away from the buildings.

Electronic security in the form of intruder alarms, sensors and CCTV have proven to be an excellent deterrent. It is advisable in respect of intruder alarm system that a central monitoring service be included so that the key holders and Gardaí can be informed of activation as quickly as possible. This feature is particularly important during holiday periods than at other times of the year.

General Maintenance/Housekeeping

Sometimes, it can be the smallest of things or the most basic of things that cause the most damage; carelessness is often a contributory factor to losses. Some examples are:
Equipment not stored away

- Leaving valuables lying around the classrooms/ offices
- Not closing windows and doors
- Combustible waste left on the school grounds
- Electrical equipment such as computers not switched off
- Old or neglected wiring or appliances not maintained

You don't want to give any unwanted guest any reason to enter the school grounds. It is commonly known that neglected or poorly secured buildings are more prone to vandalism, theft, and arson. We recommend you review security arrangements in order to better protect your property. The implementation of a security statement or checklist will bring focus to the important issues coming up to school holiday periods and give greater peace of mind when your school is closed. Further information is available in our "Guide to Insurance Safety and Security in the School" booklet which is available at www.allianz.ie/schools.

In addition, while schools can put preventative measures in place to reduce the risk of loss, mother nature herself is an element outside of all our control. One would think there is no need to worry in particular during the summer months. However, we have learnt over recent years that significant storms and floods can occur even during the summer. It is

important at all times to prepare for the worst. You should ask yourself:

- Are all roof slates/tiles, gutters and aerials and the like secure?
- Has flashing been checked?
- Are gutters and down pipes clear?
- Are all large trees close to your school maintained?
- Are the grounds clear of loose materials and rubbish?
- Are drains clear?

Control of Contractors

Holiday periods have always been a popular time of year for schools to carry out renovation and refurbishment works, new builds or extensions. Inadequate control of building Contractors can add to the schools costs; schools may suffer substantial loss leading to an unnecessary claim under their own school Insurance policy. It is vitally important that you have appropriate control measures in place to ensure contractors are adequately insured when carrying out work on school grounds.

We always recommend that all work be carried out by a "bona fide" Contractor, experienced in the type of work that needs to be carried out. It is important to request confirmation from the Contractor that they have the following insurance cover in place:

Employers Liability – This covers the legal liability of the Contractor for injury, fatality or disease to employees arising out of or in the course of their employment.

Public Liability – This covers the Legal liability of the Contractor for accidental injury to third parties and accidental damage to third party property arising in connection with the Insured's business. Third parties would include the school Board of Management,



teachers, pupils, parents or anybody not engaged by the Contractor.

Contractors All Risks – This cover provides comprehensive protection against loss or damage to contract works and associated construction plant, equipment and temporary buildings.

If you are given a copy of the Contractor's Schedule of Insurance, it is worthwhile to scan the document for anomalies, for example:

The Business Description – This makes reference to the Contractors work. For example if the school employ a plumbing Contractor to carry out plumbing repairs but the business description makes reference to electrical works only then this should raise alarm bells. Clarification on cover should be sought and proof that adequate cover is in place.

Period of Insurance – This states the Insurance period for which cover applies, for example, 1st January 2015 to 31st December 2015. In general, insurance policies are provided on an annual basis with cover in

force for the year. It is important to review the period of insurance to ensure the cover is active at the time of works.

Limit of Indemnity – The limit of indemnity should not be less than €2,600,000 for Public Liability and €13,000,000 for Employers Liability.

Taking this approach ensures that claims arising in connection with the work carried out by the Contractor are dealt with under the Contractor's insurances and do not therefore impact on school premiums.

Where you are planning to carry out any work of this nature, you should always let us know well in advance of the proposed starting date so that all insurance issues can be dealt with.

If you have any queries regarding any aspect of this article or if you require any further advice in relation to engaging Contractors please do not hesitate to contact our Education Team at 01 613 3966, your local Allianz Representative or your Insurance Intermediary. Calls may be recorded.

The Allianz Custodian School Protection Policy

Part 1 (Property, & Consequential Loss)

The Allianz Custodian School Protection Policy (the “Policy”) incorporates in a single document, the range of insurances which all schools should prudently have.

In this issue of our Schools Journal we commence a series of articles which are intended as a guide to give you a better understanding of your Policy. The Policy provides a broad range of cover and is divided into 7 sections. This document outlines the main benefits and restrictions associated with an Allianz Custodian School Protection Policy. It does not reference all of the benefits, terms, conditions, limitations, exceptions and exclusions associated with the Policy. Please take time to read the Policy and your Schedule to ensure that you understand the cover provided by the Policy. A copy of the Policy is available from the Company or your Insurance Intermediary on request.

We will concentrate on the following two sections within this edition of the Journal

Section 1 – Property

Section 2 – Consequential Loss

Section 1

Property

The term “**Damage**” is defined in the policy as “**loss or destruction of or damage to the School Property and the word Damaged shall be construed accordingly**”.

The cover provided by Section 1 Property is 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**”. Most standard insurance property policies

require specific fortuitous damage to occur in order for cover to apply. An example of such damage would be fire, storm or flood. The Allianz Custodian School Protection Policy however has the benefit of providing a broader cover. We refer to this as “All Risks” and in simple terms means that unless loss, damage or cover is specifically excluded or restricted then cover applies.

School Property is defined in the Policy and includes the Buildings and Contents at the locations referred to and described in the Policy Schedule.

The adequacy of the sums insured is vitally important in ensuring that the interests of the Board of Management are fully protected in the event of a total or serious loss. We would always recommend that Boards of Management consider having a Professional Reinstatement Valuation carried out to ensure that their interests are fully protected.

Principal Section Extensions (subject to policy limits)

- Subsidence
- Temporary removal of contents (i.e. in transit, for cleaning, repairing, restoring etc.)
- Replacement of locks and keys
- Costs incurred in replenishing and recharging fire extinguishing equipment arising out of their use following a fire and fire brigade charges
- Loss of metered water, oil or gas
- Tracing source of burst pipe underground
- Damage to fences, gates or moveable property in the open caused by storm, flood or malicious damage.

Principal Extension Exclusions – cover does not include damage caused by or resulting from

- Rust, wear, tear, corrosion, shrinkage, expansion, gradual deterioration or any gradually operating cause
- Vermin, insects, wet or dry rot or mildew
- Any process of cleaning, restoring, altering or repairing
- The deliberate act of the electricity or gas supply authority or the exercise by them of their powers to withhold or restrict supply
- Normal settlement, marring, scratching, exposure to light or change in colour, texture or finish
- Growing crops
- A change in the water table level
- Frost (other than bursting of water pipes, tanks or apparatus) or extremes of temperature
- Faulty or defective design, materials or workmanship or latent defect
- Inspection, testing, maintenance, repair, assembly or preparation of any heating, electrical or mechanical plant or equipment.
- The first €300 of all claims other than for Fire, Lightning or Explosion and subject to an aggregate amount of €1,000 in any one period of Insurance.

Section 2

Consequential Loss

As outlined above, the cover provided by Section 1 of the Policy protects the school in respect of loss or damage to the School Property. However, if normal activities cannot be carried out as a result of any such loss or damage to the School Property, increased costs such as hiring of alternative accommodation/erecting temporary buildings or loss of revenue from hiring out say the school gymnasium, may result. This Section of the policy protects against the financial loss suffered by the school during the period of interference or interruption. The financial loss suffered is limited to 20% of the sum insured on the buildings but the limit can of course be increased on request. Cover is for a period of up to 36 months from the date of loss.

Principal Section Extensions – cover also includes (subject to policy limits)

- Professional Accountants Fees in connection with a claim
- School closure due to a notifiable disease



- School closure by the HSE due to defective sanitation, vermin or insects
- Loss or expense resulting from loss or damage to the property of Public Utilities (electricity, gas and water)
- Automatic reinstatement of sums insured following any insured loss.

Principal Section Exclusions – cover does not include pecuniary Loss

- caused by or resulting from an occurrence not insured under the Property Damage Section
- where the school property is not insured under Section 1 – Property.

It is important to note however, that you must refer to your Policy Document Wording and Schedule for precise details of your cover and all terms, conditions, limitations, exclusions and endorsements applicable to it.

In our next issue we will discuss Section 4A Employers Liability and Section 4B Public Liability. Meanwhile, if you require any additional information in relation to any aspect of this article, please contact our Education Team at 01 613 3966, your local Allianz Representative or your Insurance Intermediary. Calls may be recorded. Information correct as of 01/05/15.



Teachers Cars

Teachers, Secretaries and Bursars will often use their private cars in connection with School activities such as bringing pupils to sport events or to a doctor. The use of private cars by teachers and other staff generates a lot of debate regarding which insurance Policy should respond in the event of a road traffic accident and we discuss the various issues below.

Does the Allianz Custodian School Protection Policy cover a Teachers Road Traffic Act liability whilst using their car on School business?

No. Teachers liability for passengers in a car or for any third party injury or damage arising from the use of a teachers car on school business is a matter solely for the teacher's motor insurance. However, liability which attaches to the Board of Management in the event that the teacher's insurance should prove defective, is covered by the 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 Purposes and use 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** using their vehicle on school related business.

Note where the vehicle is insured with Allianz there is no charge for “extended Class 1 use” cover.

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

The teacher’s personal motor insurance will cover any liability arising out of the use of their car on school business subject to the extension of Class 1 usage. If Comprehensive cover has been arranged then it will also cover damage to the teacher’s car. But there will be an excess with the possible loss of No Claim Bonus/Discount and subject to policy terms and conditions.

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 up to | €3,500 |
| (b) Premium Loading up to | €3,500 |
| subject to an excess of €100 and subject to policy terms and conditions. | |

What if the teacher’s motor insurance is not Comprehensive?

The cover provided under the Allianz Custodian School Protection Policy has also been extended to include

damage to a teacher’s car in the event of an accident whilst using the car on school business up to a limit of **€50,000** subject to an excess of €100 and not otherwise recoverable from any other source.

What about teachers and other staff cars parked in the school grounds?

It is not uncommon for teachers and other staff to park their cars in the school grounds however it should be remembered that in most cases

- (a)** the Board of Management make spaces available only as a concession
- (b)** the Board of Management does not make a charge for such spaces and
- (c)** the Board of Management does not undertake to safeguard the vehicles whilst parked

Consequently cars parked in the school grounds are parked at the owners own risk.

Any injury or damage caused by or to a teacher’s or staff members car whilst parked on the school premises is a matter for the car owners own motor insurance.

Is driving to and from School a School Related Activity?

Driving to and from a persons normal place of work is not a School Related Activity and the Allianz Custodian School Protection Policy does not cover any injury loss or damage which arises while a teacher or other staff member is traveling to and from work in the normal course of their day to day activities.

To protect the interests of the school it is recommended that schools have adequate checks in place for teachers who use their vehicle on school related business.

Use of School Property by Outside Groups or Individuals

Schools are very often the focal point in the community not just for the pupils attending but also for parents, local clubs and community groups.

Over the years many primary and secondary schools have developed excellent facilities such as large halls and sports amenities. Allowing these facilities to be used by outside groups can be an important way of fostering good community spirit as well as being a source of additional income for schools.

The Allianz Custodian School Protection Policy indemnifies the Patron, Trustees and Board of Management in respect of their legal liability as the owners/managers of these facilities however it is important that any third party using the premises (whether for a fee or not) has their own insurance in place in respect of their legal liability arising from their activities.

There is often some confusion as to who should have their own cover when using school facilities and in this regard the following should be noted:

Your Allianz School Protection Policy provides cover (subject to the Policy terms Conditions and Exclusions) to the Patron, Trustees, Board of Management and at the request of the Board of Management any Teacher or other person in respect of a School Related Activity.

School Related Activity is defined 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 any other

person specifically authorised by them". Essentially activities organised by the School for the benefit of the School fall to be dealt with by your Allianz policy. In respect of all other activities (however well intentioned or motivated) the service provider should be requested to provide evidence that they hold Public Liability insurance (and Employers Liability insurance where they have employees) in respect of the activity being undertaken and the following groups or individuals would fall into this category

- Sports Clubs
- Fitness clubs
- Ad-hoc sports groups e.g. 5-a side soccer groups
- Individuals providing classes which are not part of the School curriculum e.g. grinds (Teachers from the school providing such classes require their own legal liability cover)
- Summer Schools
- After School or Pre-School services
- Adult Education Classes
- Returning Officers using the School as Polling Stations
- Community Groups (e.g. Drama groups, Historical Societies etc)
- Dance/Music Groups/Teachers

The above mentioned list is not exhaustive but are examples of the most commonly encountered third parties using School premises.



We are often asked why do these Groups or Individuals require their own insurance coverage and in this regard it is to protect the best interests of the Board of Management. Claims arising under School Policies ultimately have an impact on the premium charged and we often see claims arising where the School has been loaned or hired to a third party and following investigation the third party does not hold appropriate insurance for the activity involved. We have over the years had to deal with losses where the third party did not hold appropriate cover and it is therefore critical that where a loss occurs the party responsible has appropriate cover in place and the School is not left to pick up the pieces after the event.

In order for the School to protect their interests when loaning or hiring their facilities to a third party it is important that

- (a) the terms and conditions of any arrangement are documented
- (b) procedures are put in place for opening and closing the facilities before and after the event
- (c) notices advertising the activity make it clear that the activity is being run independent of the School and all enquiries should be directed to the service provider
- (d) the School does not get involved in collecting money or application forms on behalf of the third party.

It is extremely rare that an individual or group cannot purchase insurance cover (at economic terms) for their activities in their own right and where the third

party indicates this to be the case they should be asked to produce evidence from their Insurer or Insurance Intermediary confirming that cover is not available.

In the extreme situation where cover is not available and the School still wish to make their premises available then there is an Extension under the Allianz School Protection Policy which provides limited cover to outside Groups/Individuals using the premises, however the following should be noted:

- (i) the outside Group/Individual do not have an automatic right to this cover and can only avail of same with the agreement of the Board of Management
- (ii) the cover is limited and does not protect the outside Group/Individual in all circumstances (e.g. cover for injury to one member caused by another member is excluded, accidents away from the School premises are excluded)
- (iii) any claims arising will ultimately impact on the School premium

consequently Schools are recommended to only use this Extension in exceptional circumstances to ensure the best interests of the School are fully protected.

If you require any additional information regarding this article or school insurance in general please contact the Allianz Education Team on 01 6133966, your local Allianz representative or your Insurance Intermediary. Calls may be recorded.

Before and after **school supervision**

We regularly receive queries from schools in relation to pupils arriving at the school premises before official school opening hours and remaining on the school premises after normal school closing hours awaiting collection.

For various reasons, parents can at times drop their children to school long before it is due open. This in turn generates queries in relation to supervision and the responsibilities of the school:

- Who is responsible for the pupils if they arrive before school starts or remain on the school premises after the school closes awaiting collection?
- What about the School Transport System and situations where the bus drops the pupils off well before the official school opening times?
- Can the school do anything about it?

The school and teachers, have a duty to supervise during the times pupils are under their control. Whilst it is common practice for parents to drop their children at the school some time before school starts and similarly collect them some time after school finishes, this does not absolve the school or teachers of their responsibility to supervise. If the school allows access to the grounds before official opening hours then the duty to supervise applies. Likewise, whilst pupils are on the premises after hours, a similar duty applies. This then produces a dilemma for schools. Do you refuse entry until official school opening hours or do you lock the school premises when the school day officially ends.

In doing so are you exposing pupils to the danger of passing traffic or to the inclement weather. It can be argued that the practice

of dropping children off before school hours and in turn collecting them after school hours is a known and accepted practice to the school and in that acceptance is the obligation of the school to provide supervision.

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

The circumstances pertaining to each individual school can be different and the responsibility for ensuring appropriate supervision levels lies with the Board of Management of each individual school. The Allianz School Custodian Policy will protect the legal liability of the School Board of Management relating to any negligence that may arise in respect of their supervision plans.

In order to protect the interests of the school, it is strongly recommended that a note is sent to all parents advising them of the hours at which the school can accept responsibility for their children. You should be aware this does not

remove your duty to supervise it is merely a way to manage your duty. A recommended wording is as follows:

Circular

"The school will open to receive pupils at the hour of 8.45am. No responsibility is accepted for pupils arriving before that time. Classes will commence each day at 9.15am. No pupils should arrive later than 9.10am"


Classes will end each day at 3.30pm. 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 3.30pm as the school cannot accept responsibility for looking after the children after that time".

Please note that 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.

If you require any additional information regarding this article, please contact our Education Team at 01 613 3966, your local Allianz Representative or your Insurance Intermediary. Calls may be recorded.

Your Local Service

Allianz have a network of Representatives strategically placed throughout the country to provide a local service to every school in the country.



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These representatives have years of experience and expertise in dealing with School Insurance and can provide assistance and advice on a range of School Insurance related matters.

Your local Allianz Representatives provide the following Services:

- Discuss indicative reinstatement valuations of school buildings (excluding buildings with Preservation Orders).
- Assist with the completion of Risk Assessments of the school property including the

school grounds. This can be very helpful when a school is updating their Safety Statement or looking to reduce the risk of accidents occurring in the school.

- Address specific security and Health and Safety issues and advise schools on cost effective solutions. They can also provide written documentation outlining the issues of concern which may assist with funding applications.
- Answer general or specific insurance queries over the phone.
- Call out to your school to meet Principal,

member of the Board of Management or other school personnel to discuss insurance issues.

- Update on past claims or advice on how to proceed with future claims or potential Liability issues.

Your local Allianz Representative can provide your school with a wide array of services for which there are no additional costs. Most importantly, your local Allianz Representative is there to provide assistance, support and advice when you need it.

Legal Review

We continue our review of some **school accidents** which have been finalised in the Courts over the last few months.



Gerry O'Toole
Claims Relationship
Manager

Case 1 – Pupil catches finger in closing door

This first case involved a pupil who caught her finger in a door as it closed. Proceedings were brought in the High Court and it was alleged that the school failed to keep the pupil who suffered the injury at a safe distance from the door until it had been properly and safely secured in an open position. Liability had been denied by the Board of Management and a full defence filed in the matter. The incident occurred when the infant placed her finger accidentally into the gap on the hinge side of the door and had suffered a nasty injury when the fire door closed on it. There was no defect in the door and its operation. The Judge having listened to the evidence advised that it was an unfortunate incident and just “sheer bad luck” but stated that it would be very unfortunate if the school were to be held negligent. He advised that to impose such standards on schools would mean that pupils would have to be wrapped in cotton wool. The Judge dismissed the claim and advised at the same time that the injured pupil had impressed him in the way she had given her evidence and he was happy that she had recovered and could put this incident behind her. He went on to confirm that the injured pupil had received the best possible care from her teachers. No order for costs was sought in the matter.

Case 2 – Trip and fall accident in the classroom

This next case involves a trip and fall in the classroom. As a pupil was making her way up to the teacher’s desk, it was alleged she tripped over another pupil’s school bag and fell forward banging her head off a desk causing a laceration to her forehead. Pleadings were issued in the Circuit Court and liability was denied on behalf of the Board of Management. The class was fully supervised with the teacher and a SNA being present in

the classroom at the time of the accident. The school had a policy that bags were to be hung on the back of each pupil’s chair. The case was made that the school was negligent in that they should not have allowed a school bag to be present in the passageway between the desks. Legal advice suggested that schools would do their best to keep passageways clear but considered it impossible to ensure that all passageways are kept clear every minute of every day. The layout of the classroom also involved a meandering route up to the top of the class which could also have contributed to the trip and fall. The injured party here had suffered a nasty injury with a slight scar which had a value at the high end of the Circuit Court. The case was listed for hearing and discussions took place in advance and a settlement was achieved at 25% of the value of the case. It was considered that there was a small risk on the liability front and given the age of the child, it was clear that she would receive a very sympathetic hearing if the case ran.

Case 3 – Employee tripped and fell on stairs

This next case involved a fall on the stairs. One of the cleaners was descending the stairs carrying a vacuum cleaner when she tripped and fell suffering an injury. High Court proceedings were issued and a full defence was filed on behalf of the Board of Management. A number of allegations were made in respect of the stairs being defective and the system of work where it required the cleaner to have to carry the vacuum cleaner up and down the stairs. The case made was that the injured employee, who was wearing runners, stubbed the toe of her foot against a raised or projecting edge at the back of the nosing strip on the step. The Engineers report indicated that no such rise or projection existed and this was disputed by the injured parties legal team.



However it was conceded that there was an area of risk in the case where the system of work was concerned. The vacuum while not heavy was awkward. Carrying it would prevent ones use of the handrail with one hand used to carry the vacuum body and the other hand to carry the tube. Equally, it could have been argued that the injured party could have made two trips up and down the stairs. However a reasonable assessment would have found this out and a simple and not too costly solution would have involved the purchase of a second vacuum thereby removing the risk of the injured party having to carry the vacuum up and down the stairway. Taking all of the above into consideration a compromise settlement was achieved to include the injured party's costs.

Case 4 – Pupil trips and falls in the school yard

This last case again involves a trip and fall, this time in the school yard. The injured party here was involved in a game of football. He was playing with a group of his friends and during the course of the game fell and struck his face off a wooden play snail which was one of two wooden play objects in the yard (the other one being a wooden horse). The area had a tarmacadam surface

which was in good condition. No reason was given for the fall and the case proceeded to a full hearing in the Circuit Court. The injured party's evidence was that he stumbled and fell against the snail. There were four teachers and two SNA's supervising in the yard at the time. The Judge heard the evidence and advised that he was satisfied the injured party was playing football in the alcove section of the yard and there were two jumpers down to make goals and he was also satisfied that the injured party fell against the wooden snail. He advised that there were a substantial number of teachers and SNA's on supervision duty and that they would have to be super human to see everything that occurred. He stated that accidents happen and there were issues of public policy which had to be considered and that he could see no evidence of a departure from the normal duty of care placed upon a school and in the absence thereof, no liability could attach to them. He held that there was no breach of duty of care for the following reasons; there was adequate supervision, it was an accident and it was not preventable. Accordingly, he dismissed the injured party's claim and was not inclined to make any order with regard to costs.



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