Custodian School Protection Policy

Insurance Product Information Document

Company: Allianz p.l.c. **Product: Custodian School Protection Policy**

Allianz p.l.c. is regulated by the Central Bank of Ireland. Registered in Ireland, No. 143108.
Registered Office: Allianz House, Elm Park, Merrion Road, Dublin 4, D04 Y6Y6

This document outlines the main benefits and restrictions associated with the Allianz Custodian School Protection Policy. **This is not a policy document and does not reference all of the benefits, terms, conditions or exclusions.** Complete pre-contractual and contractual information on the product is provided in the full policy documentation. Some covers are optional and will only apply if you have specifically selected them - the quotation or policy schedule will have details of the sections selected.

What is this type of insurance?

This is a Custodian School Protection policy. It provides cover for damage to your property, the cost of interruption after a loss, the loss of your money, your legal liability to employees and third parties along with additional covers including Professional Indemnity, Trustees Directors and Officers Liability, Employment Practices Liability, Fidelity Guarantee, Legal Expenses and Personal Accident cover arising out of school related activities.

What is insured?

› **Property (Section 1)**
Loss or destruction of or damage to school property as a result of any cause not excluded. Extensions to cover include larceny, subsidence, fire brigade charges, fire extinguishing expenses, contract works, loss of metered water oil/gas and trace & access.

› **Consequential Loss (Section 2)**
Reasonable financial loss or expense as a result of a loss insured under the Property Section. In addition, there is cover for financial loss directly resulting from failure of public utilities, vermin/insects, specified illness, murder, suicide or prevention of access.

› **Money (Section 3)**
Loss of school money on your premises or in transit to the bank. Cover includes damage to safes/strong rooms, personal money of employees.

› **General Liability**

Employers Liability (Sub Section 4A)
Your legal liability to pay compensation to employees (including volunteers) in respect of bodily injury or disease. Cover includes indemnity to principal, court attendance costs and defence/appeal against a breach of Safety Health and Welfare at Work legislation conviction.

Public Liability (Sub Section 4B)
Your legal liability to pay compensation to members of the public for accidental bodily injury or damage to material property. Cover includes indemnity to principal, member to member/pupil to pupil, work experience schemes, court attendance costs and administration of medication.

› **Indemnity to Management**

Professional Indemnity (Sub Section 5A)
Your legal liability for any actual or alleged breach of duty arising from a negligent act, error, omission, breach of warranty of trust or of confidentiality, libel or slander committed in good faith. Infringement of copyright/patent/trademark committed in good faith.

Trustees Directors and Officers Liability (Sub Section 5B)
Your legal liability for any actual or alleged breach of duty arising from a negligent act, error or omission while acting in the capacity of a trustee, director or officer of your school.

Employment Practices Liability (Sub Section 5C)
Your legal liability for any actual or alleged unfair dismissal, discrimination (including victimisation), refusal to employ, failure to offer or afford same terms of employment, working conditions or treatment. Employment related harassment including bullying of any kind.

Fidelity Guarantee (Sub Section 5D)
Dishonesty of any employee or member of the Board of Management or of any other person acting on behalf of the school in stealing money or property belonging to your school.

What is not insured?

Applicable to all Sections
We do not cover loss, damage or liability arising from:
- × Any excess stated in the policy or schedule.
- × Radioactive contamination.
- × Acts of war and terrorism.
- × Cyber event.

Property & Consequential Loss (Sections 1 & 2)
Any loss or damage arising from:
- × Vermin, insects, wet or dry rot, damp or mildew.
- × Any process of cleaning restoring altering or repairing.
- × Growing Crops.
- × Frost damage or extremes of temperature.
- × Faulty or defective design, materials, workmanship, latent defect.
- × Rust, wear & tear, corrosion, gradual deterioration or gradual operating cause.
- × Consequential Loss must follow from a valid claim under the Property Section.

Money (Section 3)
Any loss arising from:
- × Fraudulent or dishonest acts.
- × Error or omission.
- × Misuse of a credit card by an authorised person.
- × Loss from unattended vehicles.

Common Liability Exclusions (Sub Sections 4A & 4B)
Any liability arising from:
- × Construction, reconstruction, structural alteration or demolition of Property Insured other than general repair, maintenance or decoration.
- × Interior or exterior work in excess of 15 metres above floor or ground level.
- × Liability assumed under contract or agreement.
- × Road Traffic Act legislation.
- × Use of scaffolding other than mobile scaffold towers.
- × Asbestos.

Public Liability (Sub Section 4B)
Any liability arising from:
- × Any intentional, dishonest, criminal or malicious act or omission.
- × Loss of or damage to your own property or property in your custody or control.
- × Any judgement award or settlement made within countries, states or territories which operate under the laws of the United States of America or Canada.
- × Use of power driven wood working machinery.
- × Any carnival, festival, gymkhana or horse / pony racing.
- × Any production / concert / fund raising activity where attendance exceeds 1,000 except when conducted within a church building.
- × Any fund raising activity not solely for your benefit.
- × Fines, penalties, punitive or exemplary damages or liquidated damages.
- × Any motor vehicle driven by or under the control of a pupil/student of the School.

What is insured? (continued)

› **Legal Expenses (Section 6)**
Legal costs and expenses incurred by you with our prior consent arising from a) any dispute between you and an employee b) contract for goods or services or infringement of your legal rights c) defence of any prosecution for breach of statute, order or regulation and d) investigation in relation to any claim under this section or Section 5.

› **Personal Accident (Section 7)**
Accidental bodily injury to any board or staff member while involved in a school related activity. Covers benefits for death, loss of sight in one or both eyes, loss of one or both limbs, loss of hearing in one or both ears, permanent disability, medical dental or optical expenses, loss of mental faculty and the cost in sourcing a replacement employee.

Are there any restrictions on cover?

! Your school must operate from the Republic of Ireland.
! Claims must arise out of and in connection with a school related activity.
! Pollution or contamination must be due to a sudden, identifiable, unintended and unexpected incident.
! The amount payable in the event of a claim will not exceed the sum insured or limits of indemnity stated in your policy/schedule (Note: sub-limits may apply).
! If any building is vacant or disused for 60 consecutive days or more there is no cover for malicious damage, theft or attempted theft.
! Keys of safes and strong-rooms must be removed to a secure place when a building is closed or unattended.
! Claims for monies owed to you must be made within 6 months of the due date.
! All acts arising from the same original source shall be treated as one claim from the date of the first act (Sub Section 4B Sexual Abuse Extension Sub Sections 5A, 5B & 5C).

This is not a full list of restrictions. Please refer to your policy/schedule.

What is not insured? (continued)

Common Exclusions Indemnity to Management (Sub Sections 5A, 5B & 5C)
These sub sections do not cover:
× Claims arising from acts committed prior to the retroactive date of your policy.
× Claims reported after your policy has expired.
× Indemnity to any person committing, participating in, condoning, instigating or knowingly allowing any intentional dishonest criminal or malicious act or omission (including any actual or attempted conduct or contact of a sexual nature of any kind).
× Your liability after you had actual knowledge or reasonable grounds for believing that any person had been involved in such act, omission, conduct or contact or from your failure to fully investigate and/or act upon any allegation.
× Any judgement, award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada.
× Fines, penalties, punitive or exemplary damages.
× Asbestos.

Professional Indemnity (Sub Section 5A)
This section does not cover:
× Wrongful suspension or expulsion of or refusal to enrol any student unless you have followed established procedures, and the advice of a solicitor well versed in such law and regulation.
× Breach of any obligation owed as an employer to any Employee.
× Any claim arising from a breach of secrecy and / or confidentiality agreements relating to intellectual property.

Trustee, Directors & Officers Liability (Sub Section 5B)
This section does not cover:
× Breach of any obligation owed as an employer to any Employee.
× Any claim arising from a breach of secrecy and / or confidentiality agreements relating to intellectual property.

Employment Practices Liability (Sub Section 5C)
This section does not cover:
× Deliberate or intentional breach of the terms of any contract of employment.
× Any remuneration payments due under the terms of any contract of employment.
× Employment disputes relating to bodily injury or loss or damage to property.
× Cost of complying with physical modification to your premises as required by law.
× Lock-out, strike, picket line or other similar actions.

Fidelity Guarantee (Sub Section 5D)
This section does not cover:
× Dishonest or fraudulent acts or omissions in respect of any person following discovery.

Legal Expenses (Section 6)
This section does not cover legal costs and expenses:
× Arising from any prior knowledge or reasonable grounds for believing that an insured person had been involved in any intentional, dishonest, criminal or malicious act or omission.
× Arising from any dispute between you and Allianz.
× Relating to bodily injury to any person.
× Arising from any intentional breach of an express term of any contract.
× Relating to the ownership or occupation of school property arising from any contract made between you and a third party.
× Incurred prior to the acceptance of a claim as valid by Allianz.

Personal Accident (Section 7)
No benefits are payable for:
× Attempted self injury or use of intoxicants or drugs.
× Existing physical or mental condition.
× Intentional, dishonest, criminal or malicious act or omission.
× Actual or attempted conduct or contact of a sexual nature of any kind.
× Tree felling or lopping.
× Flying other than as a fare paying passenger.
× Sports or activity specifically excluded in your policy/schedule.

This is not a full list of exclusions. Please refer to your policy/schedule.

Where am I covered?

› The Territorial Limits stated in the policy are the Republic of Ireland Northern Ireland Great Britain the Isle of Man and the Channel Islands.

What are my obligations?

At Quotation and before the start of the policy
- Provide complete and accurate information.

During the term of your policy
- You must pay your premium.
- You must provide complete and accurate information regarding any changes during or at renewal of your policy.
- You must take all reasonable precautions to prevent wrongful acts and/or loss of and damage to material property.
- You must ensure that school books of account are audited at least annually by a suitably qualified person.
- You must follow established procedures and the advice of a solicitor (well versed in the relevant law) where you
  - Suspend, expel or refuse to enrol any student.
  - Dismiss or suspend an employee or change their terms of employment or job specification.
- You must comply with the terms and conditions of the policy.

In the event of a claim
- You must not admit fault or responsibility, or pay, offer or agree to pay any money or settle any claim without our permission.
- Inform the police immediately upon becoming aware of any loss, theft or malicious damage to school property.
- You must advise Allianz or your intermediary as soon as possible of
  - any claim made against you.
  - any receipt of notice or intention to hold you responsible for any wrongful act.
  - any circumstances that might reasonably be expected to result in a claim.
- Property may not be abandoned to Allianz.
- You must have our express prior approval for any legal expenses incurred.

Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy.

When and how do I pay?

If there is an intermediary the payment should be made directly to them. Payment to Allianz should be made as a one off payment before the policy start date or, if agreed in advance, in instalments by Direct Debit.

When does the cover start and end?

Your policy will last for one year unless we agree to a longer or shorter period. The policy start and end dates will be shown on your policy schedule (period of insurance).

How do I cancel the contract?

At any stage you can cancel your policy by giving notice in writing. Losses happening after the cancellation date will not be covered. No premium refund will be issued.

Under consumer law you may have the right to withdraw from the policy during a "cooling off" period. This can be done by giving notice within 14 working days of the start date or when you receive your policy, whichever is the later. Any refund will depend on how long the cover was in force, the nature of cover provided and whether there were any incidents that are likely to result in a claim.