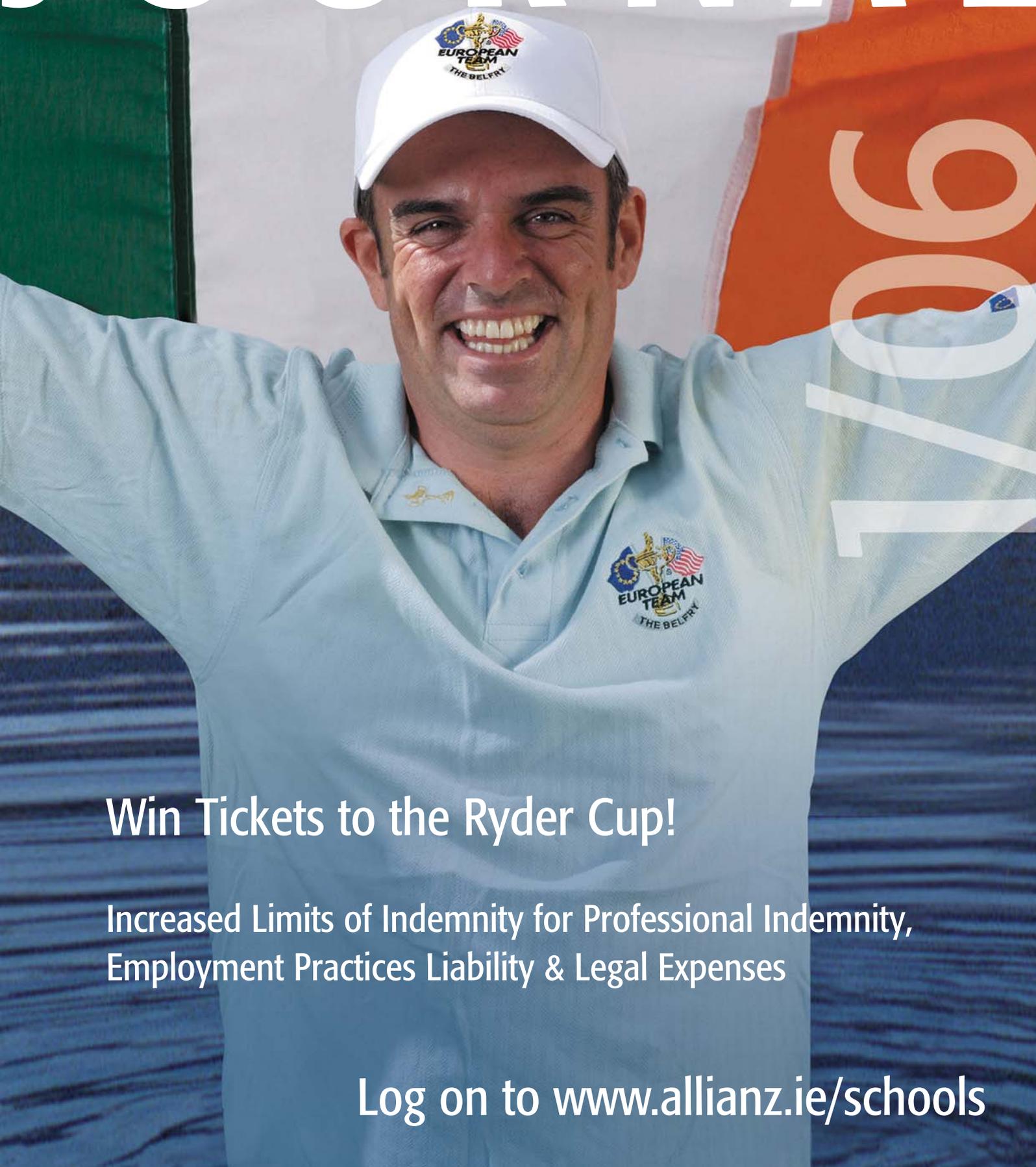


SCHOOLS

# JOURNAL



Win Tickets to the Ryder Cup!

Increased Limits of Indemnity for Professional Indemnity,  
Employment Practices Liability & Legal Expenses

Log on to [www.allianz.ie/schools](http://www.allianz.ie/schools)



Dear Friends

Welcome to the Spring 2006 edition of our Schools Journal. I hope you find it of interest and assistance.

As insurers of Schools and Education Risks for over 102 years, Allianz have unrivalled experience in addressing the special insurance requirements of all schools and have been the acknowledged market for such risks since the establishment of the state education system.

We have responded to insurance issues relating to a whole range of legal complexities and other aspects in the ever evolving school and education spheres in conjunction with various education and state agencies.

It is a measure of this acknowledgement that our Custodian School Protection policy has been recommended by various education bodies, many insurance advisers and financial experts as the most comprehensive and appropriate insurance arrangement for schools.

Allianz's established and recognised practice of using clear and unambiguous

language in its policy wordings is complemented by an acknowledged market wide reputation for its prompt and equitable settlement of claims.

In this edition we are pleased to advise you that we have increased the limits of indemnity under the Indemnity to Management and the Legal Expenses Sections of the policy. However, we also highlight the necessity for schools to comply with policy conditions particularly in relation to these covers.

This month we launch our new dedicated schools website [www.allianz.ie/schools](http://www.allianz.ie/schools). In this issue of the Journal, we outline the many new significant features of this new website.

To celebrate this new development Allianz, as official insurer and partner to Ryder Cup and proud sponsors of Paul McGinley, are giving away two tickets to one lucky Teacher, Principal or a member of the Board of Management each month from April to August 2006 inclusive. Remember, for entry to this fantastic draw and further details, please log on to [www.allianz.ie/schools](http://www.allianz.ie/schools).

In our regular Legal Review Section, we review a number of significant school claims which have come before the Courts.

We also outline the complexities involved in insuring the Ryder Cup Matches, the third largest sporting event in the world, which this year takes place in the K Club in September.

We have 25 copies of the Allianz supported Cork Atlas to give away. Entry is via [educationcompetition@allianz.ie](mailto:educationcompetition@allianz.ie)

We record the launch of the Cumann na mBunscoil 2006 and 4 members of the Education Team have celebrated 25 years service with Allianz.

Recent high profile accidents involving school transport vehicles, highlight the need for schools, who own such vehicles to ensure that these vehicles are maintained to the highest standards and that all legal requirements and regulations are complied with in full.

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.

If you have a query regarding your school insurance and wish to contact us by email, our address is [education@allianz.ie](mailto:education@allianz.ie). Please quote your policy number in the subject title of the email. As previously mentioned, our new dedicated school website is [www.allianz.ie/schools](http://www.allianz.ie/schools). You can also contact our Education Team at 01 613 3941 or your local Allianz Representative.

Yours sincerely

Michael Nolan  
Member of the Board of Management

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Cover Picture: Our very own Ryder Cup Hero Paul McGinley



# Log on to our New Website

*We are pleased to announce that our website [www.allianz.ie/schools](http://www.allianz.ie/schools) has been re-designed and further enhanced to meet the needs of our schools. We regard this initiative as a very important development in our long relationship with schools throughout the country.*



Pictured from left to right are Martin Sinnott, Michael Shields and Ciaran Whelan, members of the schools website team.

**W**e are dedicated to providing essential information on an on-going basis with a unique school focus and our re-designed site features areas of day-to-day importance to schools.

The main features of our website include:

- **School Insurance** – Provides information on all aspects of our Custodian School Protection policy as well as our “Guide to Insurance, Safety and Insurance in the School”. In addition our “Frequently Asked Questions” section deals with the usual queries which arise such as supervision, school related activities, outside groups and such like.
- **Pupil Personal Accident** – A step-by-step guide to a facility which enables our Pupil Personal Accident covers to be transacted online, presently at a discount of 20%. This

has proved to be very popular with schools over the last few years.

- **Contact Us** – Our Specialist Education and Claims Teams are on hand to assist in any queries which may arise on a day-to-day basis. Also feel free to contact your local representative who will be glad to call to your school to assist in any matters which may arise.
- **Resources** – Documentation at your disposal, log on here to print claim forms and proposal forms. You can also access the most recent issues of our “Schools Journal”.
- **Links** – Link directly to our Allianz Direct site and obtain a motor quotation with discounted rates for Teachers and Principals or simply enter our free competition for Ryder Cup tickets (*Full details across*).

We hope that going forward our website will be of immense benefit to meeting the day-to-day needs of our schools. We are committed to ensuring that it will be useful and informative to Boards of Management, Principals and Teachers.

We will also endeavour in the near future to develop the use of the e-mail medium, opening up easier communication opportunities between ourselves, our customers and beyond to the wider educational sector.

There has never been a better time to log on to [www.allianz.ie/schools](http://www.allianz.ie/schools), whether it be to find specific information, or just to enter the Ryder Cup Competition and be in the K Club in September for one of the worlds largest sporting events .

## Win 2 tickets to The Ryder Cup!

**Allianz your school insurer – trusted to deliver in moments of truth**

To celebrate the launch of our newly designed website, we are giving away two tickets to one lucky Teacher, Principal or Member of the Board of Management each month from April to August 06 inclusive, in a fantastic free draw. Attached in this issue of our journal is a poster of Paul McGinley and we would ask that schools display this poster to communicate details of this free draw to all Teachers, Principals and Members of the Board of Management.

For entry to this draw and further details, please log on to [www.allianz.ie/schools](http://www.allianz.ie/schools)

# Deterioration in Results for Indemnity to Management and Legal Expenses Covers

**Note: References in this article to Policy terms and Conditions are intended as a guide only, you must refer to your policy wording and schedule for full details of all terms, Definitions, Exclusions, Conditions and Endorsements applicable to it.**

In a recent article we highlighted the importance for schools to give ongoing and detailed consideration to the issues of procedures and record keeping, which had become a feature in relation to the settlement of a number of legal liability claims. In the intervening period we have encountered examples of claims where both the existence and the absence of procedures impacted significantly on the settlement of those claims.

Unfortunately we have, in recent months, encountered additional and potentially more serious problems in relation to the failure on the part of schools to comply with Policy terms and Conditions, particularly in relation to Indemnity to Management (Professional Indemnity and Employment Practices Liability) and Legal Expenses claims, including:

- Late notification of claims
- Incurring legal costs and expenses in connection with claims
- Reaching settlements

*without notification to or obtaining agreement from Allianz*

- Failure to establish and follow procedures in relation to
  - suspension or dismissal of Employees
  - change in terms of employment or job specification of Employees

While there have been other instances of non-compliance with Policy terms and Conditions, the above constitute those which we encounter most frequently and which consequently adversely impact on claims experience to a greater degree.

It is important to bear in mind that acceptance by the Company to provide cover for a school constitutes a contract between the Company and the school. An insurance policy is evidence of that contract and contains details of the cover provided subject to terms, Definitions, Exclusions, Conditions and Endorsements. In the event of a claim being made under the Policy, any settlement will be subject to compliance with all such terms, Conditions etc.

## Notification of Claims

The Policy Condition (Condition 6. Claims Procedure) in relation to the notification of these type of claims requires the school to give immediate written notice to the Company on:

- receiving notification of a claim or
- 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.

As can be seen from the above, the Company must be immediately advised not only of actual claims but also of circumstances which may give rise to a claim irrespective of the views of the school.

Failure to notify claims or circumstances in a timely manner:

- Can seriously affect the ability of the Company to adequately and appro-

priately investigate claims and any related circumstances,

- Prejudices the establishment of a position by the Company in relation to acceptance/settlement/defence of any claim or circumstance, thus leading to unnecessary incurrence of increased costs.

## Costs and Settlements

In addition to the above, the Claims Condition in the Policy also contains the following requirements:

- No admission, repudiation, offer, promise, payment or indemnity shall be given by or on behalf of the Insured without the written consent of the Company.
- The Company shall be entitled if it so desires to take over and conduct in the name of the Insured or any indemnified party the defence or settlement of any claim or to prosecute in the name of the Insured or any indemnified party for its own benefit any claim for indemnity or damages or otherwise. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured or any indemnified party shall give all such information and assistance as the Company may require.

In other words the school must not enter into any discussion or negotiation with the claimant(s) without the prior written consent of the Company. Furthermore the Company is entitled to conduct all negotiations in relation to the handling and settlement of any claim.

Additionally under the Legal Expenses Section of the Policy, cover only applies to legal costs and expenses which are reasonably and properly incurred by the Insured with the prior approval of the Company.

In a number of instances recently, the

first notification which the Company received was a copy of an agreed settlement accompanied by details of incurred legal costs, all without advice to or agreement from the Company. This clearly breaches a number of Policy terms and Conditions and creates a situation which is unacceptable to the Company.

### Going Forward

As we have said many times in previous articles – claims impact on premiums. Where increased claims costs are as a direct result of non-compliance with policy terms and Conditions by some schools, this can potentially result in a disproportionate increase in loss ratios. If this situation were allowed to continue, maintaining rates/premiums at their existing levels would clearly be unsustainable. However such a course of action would adversely affect all schools, including those who do comply with policy terms and conditions.

Within the context of an insurance policy, the Conditions constitute what are known as Conditions precedent to liability which in basic terms means that an Insured (school) must strictly comply with all of the obligations imposed by such a Condition. Failure on the part of an Insured to comply with such Conditions would entitle an Insurer to repudiate liability for any circumstance or claim affected by such non-compliance.

Therefore, in order to address the problems of non-compliance with Policy terms and Conditions, it is our intention to adopt a stricter approach to the reporting and handling of claims. It is therefore essential that all schools immediately review their procedures for reporting both actual claims and circumstances which might reasonably be expected to result in a claim to the Company in accordance with the Policy terms and Conditions. Schools which do not report claims and circumstances as

required by the Policy will, in future, run the risk of having all liability repudiated for any such claim or circumstance.

Strict compliance with Policy terms and Conditions by all schools in the future will play a significant role in the control of claims costs, which, in turn, will have a positive impact on premiums. In the circumstances, the necessity for schools to ensure that they comply with policy terms and Conditions is very much self-evident.

For more information in relation to the notification of claims please refer to Chapter 10 of our **Guide to Insurance, Safety and Security in the School** on our schools website at [www.allianz.ie/schools](http://www.allianz.ie/schools).

If you have any queries in relation to any aspect, please contact our Education Team or your local Allianz Representative.

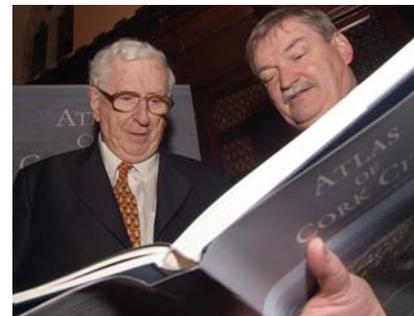


## Long Service Awards

Each year the company acknowledges long service by employees at the annual Long Service Awards. This year four members of the Religious and Education Team each celebrated 25 years service with the Group. Between them they have in excess of 100 years service.

Pictured above from left to right are Tom Brennan Religious Business Executive based in our Sligo Branch, Mary O'Brien Business Operations Manager Religious and Education Team and Dave O'Sullivan Religious and Education Manager. Absent from photo is Noreen Reilly Credit Control Religious and Education Team.

## The Atlas of Cork



**T**he *Atlas of Cork City* is a book which encompasses Cork city past and present. It has been the work of many dedicated authors and Allianz are delighted to support such a worthy record.

This book will not only be of interest to those from Cork who now reside all over Ireland but to everyone who has an interest in the way the City has developed from its Viking settlements to present day.

Allianz has 25 copies of *The Atlas of Cork City* to give away to our readers. If you would like to be entered into the competition to win a copy please answer the following question:

**Q:** In the article “**Log on to our New Website**” on page 3, what section deals with the usual queries which arise such as supervision, school related activities, outside groups and such like?

- Links
- Frequently Asked Questions
- Resources

Please send your answer with your name, address and name of your school to [educationcompetition@allianz.ie](mailto:educationcompetition@allianz.ie)

**Closing date: May 5th 2006.**

Pictured, above, at the launch of *The Atlas of Cork City* in UCC were Dr Garrett Fitzgerald and Mr Sean Maher, Allianz Ireland.

# Insuring the Ryder Cup matches 2006

*Allianz Ireland is very proud to be involved with the 36th Ryder Cup matches which will be played here in Ireland at the K Club in Co. Kildare from the 22nd to the 24th of September: Allianz is involved as Official Partner and Official Insurer to the event.*

However, what does insuring an event of this magnitude mean for Allianz? “The Ryder Cup is a momentous event when it takes place every two years” says Group Chief Executive, Brendan Murphy. “But this year, the event is taking place in Ireland for the first time and the European team will, hopefully, include a number of Irish players, including, all going well, our own, Allianz-sponsored, Paul McGinley”.

“For a global company, the Ryder Cup affords us the opportunity to reach out to customers and clients world-wide with both branding and business messages. The Ryder Cup is the third largest sporting event in the world – after the Olympics and the World Cup – so television coverage of the event will ensure that an audience of one billion follows the competition. In addition, 40,000 people are expected to visit the K Club to follow the competition each day. However, for Allianz, as we are in the business of insurance, the title “Official Insurer” is equally, if not more, important as the “Official Partner” title.

## **James Gleeson, Risk Survey Manager at Allianz, explains why.**

“For golfers, the Ryder Cup ranks as one of the most significant sporting events ever to be staged in Ireland, and it is a huge honour for Allianz Ireland to be

associated with such a prestigious event as both Official Partner and Official Insurer. However, amidst all the excitement of the competition, as insurers, we cannot forget that there are also risks associated with running an event of this magnitude,” cautions James Gleeson.

“Apart from contemplating the lighter matters such as – how deep is the lake; can Paul swim; or should he be issued with a life jacket before he is thrown in (!); the risks associated with an event of this scale are potentially great.”

When we think about a golf tournament, and are focused on the excitement of the play, we don’t think of injury or loss. However accidents can and have happened. Probably one of the most significant risks facing insurers is that of cancellation of the event. We only need to go back to 2001, when the Ryder Cup was postponed for a year: It had been scheduled to take place the week after the September 11th tragedy in New York.

## **Movement around the course**

The risks associated with the movement of people around a golf course can be increased if underfoot conditions are poor. The natural environment may also present other safety risks to spectators and staff. At the 2005 PGA Championship



held at Baltusrol Golf Club in the US, three people were injured by a falling bough from a tree moments after fans cheered for Tiger Woods on the 4th green. The branch, which measured almost 40 feet, injured a spectator and two employees. As the crowd’s roar went up, the branch began tearing away from the tree. As part of the risk assessment and planning, the tree had been inspected and trimmed beforehand.

## **40,000 people a day expected**

“Given the high profile nature of the event we can expect security at a level that we have not before experienced at a sporting event in Ireland,” adds James. “Spectators will be required to go through airport-style security and will not be allowed bring mobile phones, cameras or large bags onto the course.”



Left  
Brendan Murphy CEO Allianz  
Ireland with Paul McGinley  
and the Ryder Cup.  
Below left  
Our very own Ryder Cup  
Hero Paul McGinley.

last match finishes, thereby putting pressure on the entry/exit systems. The match format will mean substantial numbers of spectators following a small number of matches.

To cover the event there will be a large number of camera towers around the course, ensuring optimum coverage of each shot on every hole. There are stringent safety requirements for both the stability and security of these towers, as well as for those that need to access the towers.

### Following good Risk Management principles

“While the complexities and scale of the Ryder Cup pose unique challenges for those involved in managing the risk, the approach needed will be based on the same principles as those that should be applied to any situation where there is the possibility of injury or loss,” concludes James. “Hopefully, the legacy of the 2006 Ryder Cup will be about the golf... and of course the ‘right’ result!”



While the venue of the Ryder Cup (the K Club) has considerable experience in successfully running tournaments – most notably the European Open – the nature of competition at the Ryder Cup poses some unique challenges. The attendance

will be of the order of 40,000 people per day, compared to 10,000 at the European Open. The structure of competition will pose a logistical challenge as most spectators will aim to arrive before the first match starts and leave after the

# Safety and School Owned Buses

*Recent high profile incidents have highlighted the nature and extent of exposure for a school to major loss which is presented by an accident involving a school owned bus.*

While the causes of many accidents involving school buses are outside the control of the school, there are nonetheless a number of preventative actions in the areas of

- Maintenance
- Vehicle Checks
- Drivers (General)
- New Drivers
- Supervision
- Safety Equipment
- Luggage
- Overloading

which schools can take to reduce the exposure to accidents. It is essential that all schools who own or use a bus draw up and implement appropriate safety procedures incorporating all of the above.

## Maintenance

If your school owns a bus, you are legally obliged to submit the vehicle for Department of Environment (DOE) testing every year. This is to ensure, inter alia, that the bus is in a roadworthy condition.

It is essential that as owner/operator of a bus, the school maintains the vehicle to a high standard. To facilitate this it is recommended that a suitably qualified technician service the bus, either every 6 months or 10,000 kilometres, whichever milestone is reached first.

Servicing the bus regularly will also have the following additional benefits:

- Reduced fuel costs, as the vehicle will be running at a higher efficiency level
- Increased re-sale value due to the

existence of a formally documented service history

- Peace of mind that the vehicle is safe

## Vehicle Checks

Conducting pre-drive checks, on both interior and exterior of the vehicle, forms an integral element of safety and loss prevention procedures. To assist with this we have set out below a basic checklist, which we recommend the school give to all school bus drivers for implementation.

### (a) Exterior Check

- Oil level/coolant level/brake fluid level/windscreen washer fluid level
- Windscreen and windows clean and undamaged (essential for visibility)
- Lights including brake lights and indicators are clean and working
- Tyre pressure and tyre tread (including spare tyre) – (It is recommended that tyre tread be at least 2.5mm across the centre of the tyre)
- Doors lock properly

### (b) Interior Check

- Mirrors are correctly adjusted and clean
- Wipers and washers are working properly
- Brakes are working properly
- Seatbelts are undamaged and working properly
- Check the vehicle has a wheel brace and jack
- Location and contents of first aid kit and fire extinguishers
- Check insurance, tax and DOE



testing certificate are in date

- Check driver or supervisor have mobile phone in case of emergency
- Luggage is securely stowed away and the aisle is clear

## Drivers (General)

Before allowing anyone to drive a school bus the school should check that the driver:

- Has the relevant driving licence (D1 licence for vehicle up to 16 passenger seats, D licence for bus with 8+ passenger seats) and that the licence is current
- Is covered under the bus insurance
- Is deemed fit to drive a motor vehicle (if there is any question of this a medical certificate should be sought)
- Has received the relevant training.

Any one person should not drive the vehicle for more than two consecutive

hours. After this period the driver should take a minimum break of 15 minutes. During their break the driver should not be required to supervise children (see Supervision below).

### **New Drivers**

It is extremely important that any new driver receives the appropriate training before being allowed to drive the bus. This training should be conducted under the conditions in which they are likely to drive the bus. A competent person, who is qualified to give advice on their driving technique, must conduct training. Drivers should then be re-assessed every three to four years. Although training is not a legal requirement, it is necessary, as even a small bus is much more demanding than a car.

### **Supervision**

It is essential that appropriate supervision of pupils is provided at all times. This is particularly the case in respect of school bus journeys where unruly pupils constitute a significant safety hazard, which may, in turn, lead to a serious accident. It should be made clear to all pupils that the code of conduct/level of behaviour which applies to the classroom, equally applies to school bus travel. To provide for any emergency situation involving the nominated driver, it is useful if the supervisor could also drive the vehicle, especially in the event of a long journey (however see Drivers (General)) above.

### **Luggage**

All luggage should be stowed safely and securely. If there are no luggage compartments or overhead storage, then it is essential that all luggage (including school bags) be kept out of the aisle. Stray bags could potentially lead to an injury as a result of a trip or fall.

### **Safety Equipment**

Always ensure that the bus is equipped



with a fire extinguisher and first aid kit. The fire extinguisher must be maintained in working order and serviced regularly in accordance with the manufacturer's specifications. The first aid kit must be regularly checked to ensure that it is fully stocked.

### **Overloading**

Great care must be taken to ensure that the vehicle is not over-loaded. Remember – over-loading the vehicle is not only potentially dangerous, it is also illegal. Over-loading, even by a small margin, makes the vehicle more difficult to control, thus increasing the potential exposure to a serious loss.

To prevent over-loading the first step is to establish the maximum gross vehicle weight (GVW) of the vehicle. This information can be found in the owner's manual. The next step is to accurately estimate the weight of the vehicle when full i.e. combined weight of the vehicle, driver, passenger seats occupied to full capacity, luggage, safety equipment and anything else which may be carried in the vehicle.

Compare the total weight of the vehicle when full to the GVW. This will give you an indication of how close the vehicle is to the maximum GVW when full. The driver must be aware of this at all times as the closer the vehicle weight is to the maximum GVW, the greater the required breaking distance becomes.

### **Premiums and Claims**

It is important that schools draw up and implement safety procedures along the guidelines set out above in order to reduce the risk of exposure to accidents. Always bear in mind that reducing the cost of claims will have a positive impact on premiums. The loss of a No Claims Discount as a result of a claim can lead to a significant increase in premium. It is therefore in all our interests that schools should give serious attention to the issues of safety and loss prevention in relation to school buses.

Should you require any further information regarding any of the issues outlined in this article, please contact our Education Team or your local Allianz Representative.

# Legal Review

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

## Case 1

This claim arose out of an incident involving a Plaintiff who at the time was a fourteen year old pupil attending a wood-work class. He was permitted to operate a bandsaw in the course of the class and suffered an amputation of his left thumb. The Plaintiff would have received very basic instruction in the operation of the bandsaw and was allowed to operate the machine whilst being effectively unsupervised. The Plaintiff at the time was in a room separate to his teacher and was working alone. The bandsaw in the classroom itself needed adjustment and was therefore out of commission. With regard to the training of the Plaintiff, we were unable to provide proof of when specifically the Plaintiff was trained in the use of the bandsaw other than he would have been part of a class where the use of the saw was demonstrated. There was no documentation or written procedures in place to confirm training on that particular machine, when it took place and who was in attendance in class on the day. Prior to trial, the advice was that a bandsaw is an inherently dangerous piece of equipment. Given the Plaintiff's tender years and lack of experience in the use of the saw, he should not have been allowed use the saw except under direct and strict supervision of the class teacher. Fortunately, following surgery the thumb was replanted with a reasonable long-term recovery prognosis. As the case was called to trial, the matter settled in the sum of €125,000.00 plus costs.

## Case 2

This incident occurred during voting for the European Elections, the Local Election and a Referendum. The Plaintiff

in this case was attending the school in order to cast her vote when she tripped and fell over a single step in a footpath along the side of the school. On inspection it was advised that the step itself was not obvious and not highlighted in any way, to make it obvious to anyone using the path. British Standard BS5395 which is the code of practice for stairs states that "single steps cause falls and should not be used in isolation unless they are prominently marked by a feature such as a doorway and are distinguishable by a change of colour and are well lit". This was not the case in this particular accident and the case had to be settled on the grounds of "defective premises". The Plaintiff herein suffered a fracture to the base of her right thumb and a sprain to her left thumb and wrist. The fracture and sprain both had to be immobilised using casts, which were in place for six weeks. The Plaintiff eventually recovered well from her injuries. This case was settled for €17,500.00 plus costs.

## Case 3

This case arose out of allegations of bullying being alleged by a pupil against a number of other pupils within the school. The incidents of bullying took place over quite a long period of time. Some of the incidents were not reported to the school and the school therefore could not be held in any way liable for these particular incidents. The school investigated and dealt with the matters notified at the time. Demands were put on the school by one of the parents to the effect that they wanted a guarantee that their child would not be bullied in the school. In the end the Plaintiff was moved to another school for a 'fresh start' and a claim pur-

sued through the Courts. The schools anti bullying policy was introduced in November 2002 which was in the middle of the period in which the complaints were being made and this would have created a difficulty for the school on the liability front. A decision to settle the claim on a nuisance basis was reached. In all infant and minor cases, a case must be ruled (approved) by a Judge in the appropriate jurisdiction in which the case is pursued. In this case, a nuisance settlement of €10,000.00 to include the Plaintiff's costs was agreed and the case ruled before a Judge. A Reporter happened to be in Court at the time of this ruling, and he/she proceeded to take a note of the Plaintiff's case. The Reporter did not contact the school for their version of events and ignored the fact entirely that this was very much a nuisance settlement. The Reporter proceeded to publish same the following day. In addition this case received considerable national media attention.

## Case 4

This case involves an incident where a Plaintiff stumbled and fell forward on the steps in the schoolyard causing an injury. There was an argument as to what time of day it was as the case centred around how well the area was lit and whether the lights were on at the time of the alleged incident. Our investigations confirmed that there were security lights as well as lights over the doorways working in the area at the time. However, only one of the 'big' lights was working at the time and left us in difficulty on liability. The Plaintiff suffered a low back injury and the case settled at the doors of the Court in the sum of €12,500.00 plus costs.

## Increased Limits of Indemnity for Professional Indemnity, Employment Practices Liability and Legal Expenses

The question of what represents an adequate limit of indemnity for Professional Indemnity, Employment Practices Liability and Legal Expenses cover, particularly in view of ever increasing claims costs, is frequently raised. Whilst a definitive answer to the question is difficult, adopting a “wait and see” attitude offers no solution. It will be too late to do anything about the situation if the cost of settlement of claims brought against you as a result of a claim (or claims) exceeds the applicable Limit of Indemnity.

The Limit of Indemnity is the “cut off” point in the protection provided under the policy. In considering the adequacy of any Limit of Indemnity it must be borne in mind that unlike Public Liability cover where the Limit of Indemnity applies in respect of any one Event, under Indemnity to Management

<b>Professional Indemnity</b>
Increased from €1,250,000 to €2,600,000
<b>Employment Practices Liability</b>
Increased from €650,000 to €1,000,000
<b>Legal Expenses – Item 1</b>
Increased from €320,000 to €500,000
<b>Legal Expenses – Item 2</b>
Increased from €13,000 to €25,000

and Legal Expenses covers the Limit of Indemnity applies to the total aggregate liability of the Company in respect of all damages and costs arising out of all claims during the Period of Insurance.

Bearing in mind that the current Limits of Indemnity have applied for a number of years, and following discussions with representatives from School Management Organisations, it has been agreed to increase the Limits of Indemnity as per the chart above.

The increased limits apply to all Schools insured with Allianz with effect from 1st February 2006. Confirmation of the increased limit will be contained in your renewal notice.

We are pleased to confirm that the cost of this increased protection has been incorporated into our existing rating structures which means that premiums will not increase as a result of these important cover enhancements.

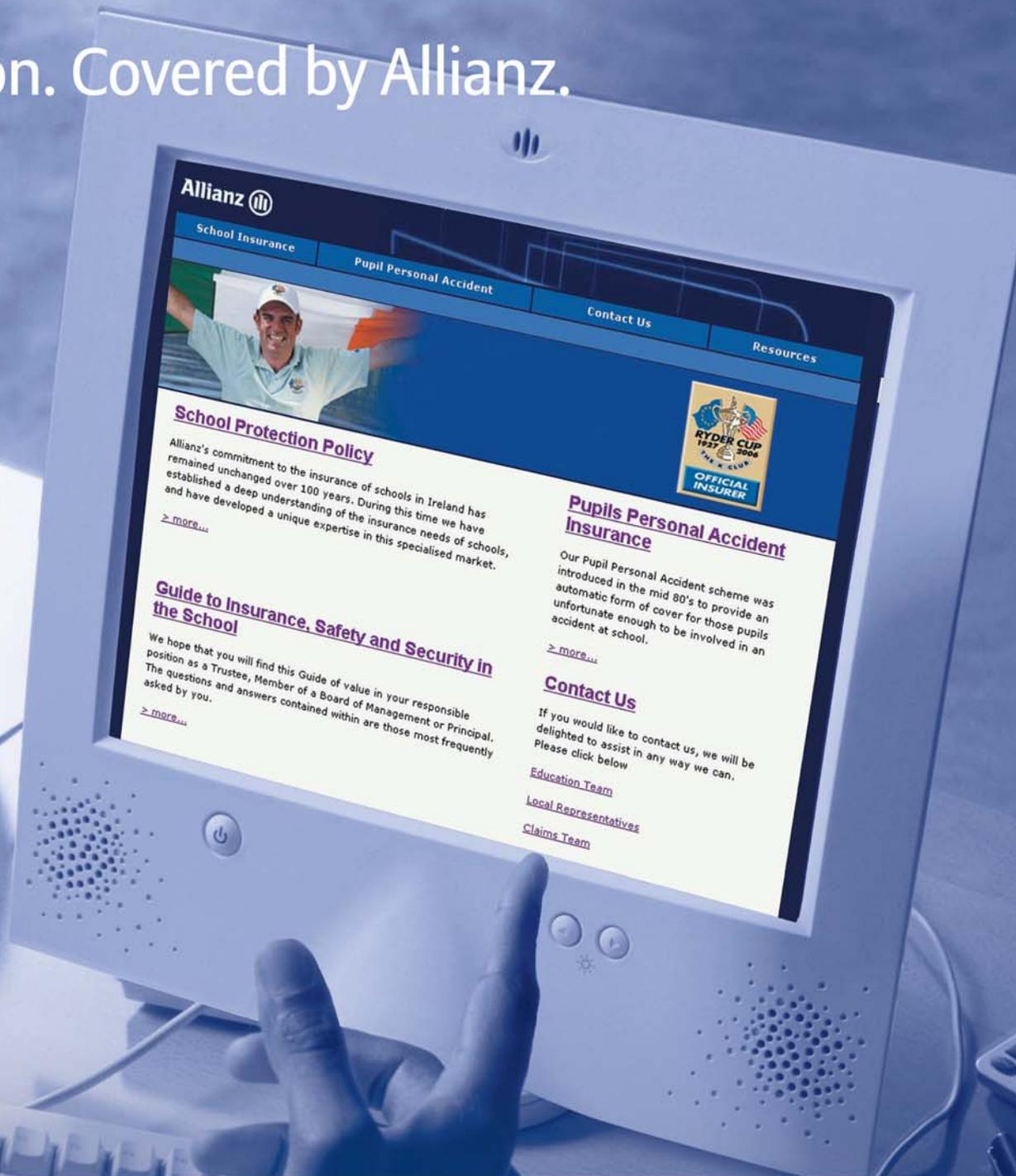


## Cumann na mBunscol 2006

Paul McGinley was available once again to launch another Allianz Cumann na mBunscol season in Burlington House in January. Paul played for St Mary's Rathfarnham and Ballyboden St Endas during his school-days. On hand to help him out were some young Cumann na mBunscol participants, eager to get to their first game. Activity is well underway in Dublin and all around the country.

With Paul McGinley to launch the 2006 Cumann na mBunscoil season are, l-r; Joseph Ryan, Bayside NS; Eimear Duffy, St Colmcille's Knocklyon.; Cian O'Carroll, Bayside NS and, Niamh Free, St Brigids Killester.

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