

ALLIANZ P.L.C.

Schools Journal

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Issue 01/2017

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Allianz 

Editorial

Dear Friends,

Welcome to the summer edition of our Schools Journal

After 19 years of dedicated service, Anthony Shannon who was the previous member of the Board of Management responsible for our Education customer relationships, has decided to leave Allianz. I take this opportunity to thank Anthony for his commitment over the years and wish him the best in his new endeavours.



Peter Kilcullen
Chief Customer Officer

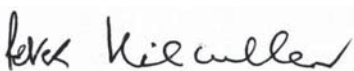
I am now responsible for our valued Schools customer relationships and I am looking forward to this challenge and opportunity. I have been with Allianz for the last 37 years working in a variety of positions in the fields of business development, relationship management and sales. My current position is Chief Customer Officer at Board of Management level within Allianz Ireland. Originally from Galway, I live in Dublin and am married with three children. I am an enthusiastic if somewhat challenged cyclist and golfer in my spare time.

We have had a long relationship with the education sector in Ireland and have been closely involved in solving the insurance needs of this sector since 1902. We are very proud of this relationship and want to ensure it continues to grow. The education and insurance environments have changed significantly since we first became involved all those years ago. However one factor has remained unchanged and that is our commitment to providing comprehensive insurance solutions to meet the ever-changing and evolving needs of the education market. We very much value your business and support and I assure you of our ongoing commitment to continue to provide you with insurance solutions and service that fully meet your requirements.

We value your feedback and if there is any additional information we can provide in relation to any articles published in this issue of the Schools Journal or indeed, if you have any issues you wish to raise, please let us know.

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

Thank you for your continued support which we greatly appreciate.



Peter Kilcullen

Chief Customer Officer and Member of the Board of Management



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This publication is for general information and guidance purposes only and should not be regarded as a substitute for professional advice. Such advice should always be taken before acting on any of the matters discussed.

www.allianz.ie/schools

The Allianz schools website is specifically designed to be of assistance to principals and boards of management in providing one single, up-to-date and ready to print source for all essential insurance, risk management, claims and related services information.

Regular visitors to our website may have noticed some recent enhancements to our schools website. Following feedback received from schools, we have streamlined and updated our website so that it will be relevant, current and of benefit to our education partners while retaining its simplicity of use.

There are two main sections to our website:

Pupil Personal Accident

By far the most visited section of our schools website, this area contains details on how to buy our pupil personal accident policy, the cover which applies and how to make a claim on the policy. We have updated our 'Frequently Asked Questions' section of the website to reflect changing trends in questions asked by both schools and parents who contact us directly.

School Insurance

The School Insurance section of the website has contact details to all the relevant supports provided to schools by Allianz (local representatives, school support team and claims team). We also have a list of 'Frequently Asked Questions' which may be of use to schools. In addition, we have an extensive resources section on the website which contains links to all of our previous Schools Journals, Legal Reviews, Guide to Safety and Security in the School, Frost & Weather tips and some useful sample letters.

From time to time a school principal may wish to speak directly to an individual. There

are 'Contact Us' options at the bottom of every page – both telephone, email and a longer web form which sends an e-mail directly to our staff who will respond quickly to all emails received.

Our aim is to present information in a clear and transparent manner to assist boards of

management, teachers and principals. As always, we would welcome any feedback or suggestions you may have, which may assist us in providing additional features and content on our schools website which you feel is relevant and current to your needs.

The screenshot displays the Allianz Schools website interface. At the top left is the Allianz logo. To the right is a phone number: 01 613 39 66. Below the logo is a navigation menu with icons for Car Insurance, Home Insurance, Pet Insurance, Travel Insurance, Boat Insurance, Horse & Rider Insurance, Business Insurance, Schools Insurance, and In the Community. A search bar is located to the right of the navigation menu. Below the navigation menu is a large banner for Pupil Personal Accident, featuring a photo of children and a '20% off online' badge. A 'Buy Now' button is visible on the banner. Below the banner is a section titled 'You'll Be OK with Allianz School Insurance'. This section contains two sub-banners: one for Pupil Personal Accident with a '20% off online' badge and a 'More Info' button, and one for School Insurance with a 'More Info' button. Both sub-banners include the text 'Schools may retain the 30% premium reduction at parents discretion.'

Allianz Pupil Personal Accident Insurance

Allianz have provided Insurance to schools in Ireland for over 100 years. In the mid 1980's, we developed the Pupil Personal Accident Insurance policy to complement the schools existing School Protection Insurance policy. There were two reasons for this:

1. To protect the school from potential legal liability claims (arising from trips and falls and other such accidents which occurred during school related activities) and,
2. To protect parents from unforeseen medical and dental expenses following an accident. This protection was extended outside of school activities with the option of 24-hour cover.

The Allianz Pupil Personal Accident Insurance scheme has been very successful, with the majority of primary and secondary schools availing of the cover. Up to and including 2016, primary and secondary schools have paid the same premium. From September 2017 there will be different premiums for primary and secondary schools as follows:

Primary School Premiums

Option A: All Pupils on Register

24-hour Cover	€8 per pupil	(€6.40 online*)
School Only Cover	€5 per pupil	(€4 online*)

Option B: Optional Cover

24-hour Cover	€9 per pupil	(€7.20 online*)
School Only Cover	€6 per pupil	(€4.80 online*)

Secondary School Premiums

Option A: All Pupils on Register

24-hour Cover	€12 per pupil	(€9.60 online*)
School Only Cover	€9 per pupil	(€7.20 online*)

Option B: Optional Cover

24-hour Cover	€13 per pupil	(€10.40 online*)
School Only Cover	€10 per pupil	(€8 online*)

**Schools may retain 20% premium reduction at parent's discretion.*

There has been a significant increase in the numbers of claims reported on the scheme over the past three years which coupled with a steady rise in medical costs has necessitated an increase in premium. The overall claims experience of secondary schools is significantly worse than that of primary schools, so we have applied the increase to secondary schools.

Other Changes to the scheme for both primary and secondary schools

Online Savings

The online saving has reduced from 30% to 20%.

Capital Benefits

**99% of all claims are made under the medical & dental expenses benefits. To maintain these benefits at €50,000 each, we have revised the following:

- Death Benefit has been amended from €30,000 to €10,000
- Permanent total loss of sight in one eye or use of one limb has been amended from €100,000 to €50,000
- Permanent total loss of sight in two eyes or use of two limbs has been amended from €150,000 to €100,000

We have made some amendments to the policy wording and a full list of all changes will be included in our renewal pack and on our schools website www.allianz.ie/schools



Allianz continues to provide excellent cover through the following benefits:

- ✓ **Follow on costs** – Allianz continue to be the only provider of Pupil Personal Accident Insurance in Ireland who continue to pay medical & dental expenses for an unlimited time period (once the claim is notified within 730 days of the accident). Other providers restrict cover after a set period of time.
- ✓ **Highest core benefits** (not recoverable from another source) – Allianz continue to provide the highest core benefits of €50,000 for both medical & dental expenses.
- ✓ **No Excess** – This means that parents/guardians can claim all insured medical & dental expenses not recoverable from another source and not just a portion of them.

Terms, conditions and standard acceptance criteria apply.

Information correct at 8th May 2017.

**Based on 2015 Allianz claims figures.

How to arrange cover

Cover is arranged online at www.allianz.ie/schools where a 20% premium saving is available.

We have outlined two scenarios below that illustrate the need for a Pupil Personal Accident Insurance Policy and why you should choose Allianz.

Scenario 1

A child was playing in the yard at lunchtime when she tripped and broke her two front teeth. Dental expenses came to €500 which included a 1st stage root canal and both were covered in full. The claim will remain open until dental work can be completed in the future.

Scenario 1 illustrates the potential for long-term dental care. Oftentimes the initial expenses with this type of claim are relatively low but there will be a need for future dental work running into the thousands as the child develops. If there was a time limit in operation, the parent / guardian would be left to bear the bulk of these expenses.

Scenario 2

A child was playing football during PE class when the ball struck him on the wrist bending it back and causing a fracture. There was €275 worth of medical expenses which was covered in full.

Scenario 2 illustrates the typical day-to-day accidents which happen in schools. This type of occurrence can easily turn into legal actions, if the parent / guardian cannot recover their incurred medical and / or dental expenses.

If you have any queries regarding our Pupil Personal Accident Policy or any of the above changes, please ring our Pupil Personal Accident helpline at 01-6133900 or email pupilpersonalaccident@allianz.ie

Pupils Personal Accident Competitions

Win a set of sports kits for your School. We have a set of sports kits for Primary and Secondary schools to be won. Simply arrange your Allianz Pupil Personal Accident Policy online at www.allianz.ie/schools before the 31st October 2017 to be in with a chance to win.

We also have a 32GB iPad to be won for a primary and a secondary school. To be in with a chance to win the iPad, arrange your Pupil Personal Accident Policy online before the 30th June 2017.



Competitions Terms & Conditions apply and can be found at www.allianz.ie/schools

Ride-on Lawnmowers

Many schools have ride-on mowers for use in maintaining lawns, playing fields and large grassed areas. Until recently, ride-on mowers were exempt from motor insurance cover if they were used exclusively on private grounds with no access by motor vehicles. However, following a judgement in September 2014 of the Court of Justice of the European Union (the CJEU) in the case *Vnuk v Zavarovalnica Triglav*, the legal requirements for motor insurance have changed. This judgement establishes that the area of use of the vehicle is now of no consequence. Compulsory third party motor insurance has to cover any accident caused in the use of a vehicle that is 'consistent with the normal function' of that vehicle, irrespective of the vehicle being used in a public or private place.

Ireland must comply with this ruling and so motor insurance should be in place for all motor vehicles used in what was formally deemed not to be a public place. Examples are lawns, playing fields and large grassed areas that many schools use ride-on mowers to maintain.

The fact that these vehicles may not need to be taxed does not exempt the owners from their obligations under the Road Traffic Act.

Allianz offer a specially tailored policy for schools incorporating cover for third party, fire, theft and accidental damage risks at very competitive terms. You can download a proposal form from our schools website at www.allianz.ie/schools, contact our schools support team on 01 613 3966, email us at education@allianz.ie or contact your insurance Intermediary. Calls may be recorded.



Legal Review

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



Case 1 – Injury to pupil during hockey training after school

This first case involved a slip and fall during hockey practice after school. The practice session commenced at approximately 4 p.m. on the school hockey pitch which had a shale surface. The perimeter of the pitch was surrounded by a 10 metre grass strip and there were no floodlights. The practice session was supervised by two teachers. During the course of a practice match at the end of the session, the ball was struck by one of the players and went out of play onto the grass boundary. The rule was that the player

nearest the ball would retrieve it. The injured party in this case was nearest and ran over and picked up the ball. She turned and threw the ball to a teammate and as she ran back to the pitch, she slipped on the grass. Her foot slid forward hitting her right foot against the concrete perimeter rim and causing her to overturn and land on the edge of the pitch severely injuring her ankle. A claim was brought and proceedings issued in the High Court. The central issue in the case was whether a prudent parent would have considered it reasonable to use the hockey pitch in the conditions prevailing at the time.

Much had been made of the lack of light and evidence was given by both players and teachers present at the time. Both the injured party and the teacher agreed that they could see the ball. Engineers also confirmed that the teacher was able to see the injured party and the people surrounding her from the 'D' on the hockey pitch, which was measured by the engineers at a distance of 50 metres. The Judge found that in simple terms, the players were able to play the game without difficulty; they could see the ball and could see one another. There was nothing unusual or hazardous about the area of grass which was

well maintained. The grass was wet and it may even have been muddy. To suggest (as the injured party's engineer had) that such a feature in Irish sport was a hazard requiring the perimeter of the hockey pitch to be paved was nonsense. The Judge concluded that the injury sustained was not a result of any negligent act or omission on the part of the school, or any deficiency in the facilities provided by the school. The injured party slipped while running on wet grass in a maintained area where she could see where she was going. She was familiar with the area from playing hockey there for all of her secondary schooling. The Judge advised that this was an accident pure and simple and strange as it may seem, accidents can happen where "somebody else" is not to blame. Sport is an important part of education in school, and not just in developing healthy minds and healthy bodies. If schools were to be made legally responsible for pupils slipping on wet or mucky grass in the course of outdoor games, it would be impossible to include any outdoor sport on the curriculum. The case was dismissed.

Case 2 – Pupil caught finger in closing door

This next case involves a door closing on a pupil's finger while she held it open for another pupil to come through. This was a fire door and a claim was pursued in the Circuit Court on behalf of the pupil. The case went to a full hearing. The injured pupil's engineer's only criticism of the door was in relation to the closing time of the mechanism. He felt that the longer the closing time, the greater the opportunity for a child to remove her finger from the place of danger. The door mechanism had been adjusted after the accident but both the principal and class teacher gave evidence that this was not because the door was closing too quickly but rather because smaller children in junior infants were having difficulty pushing the door open. Our engineer gave evidence that whether the door closed in 3 or 7 seconds made no difference as the danger pinch point occurred in the last second, a time described as the "latch time". The essence of a fire door

is that even if it is not pulled fully closed, the mechanism will cause the door to close in that last second to make the fire door effective. The school's case was that this was a fire door and there was no defect in it or in the mechanism. The Circuit Court Judge found in favour of the injured pupil and accepted the infant pupil and her engineer's evidence that the door closed too fast. The Judge described the injured pupil as a wonderful witness and made a significant award in her favour. This case was appealed to the High Court where the school's evidence in relation to the door was accepted and the case was dismissed.

Case 3 – Pupil injured as a result of a 'slip and trip' fall

This next case involves a trip and fall in a school yard. What is unusual about this case is that the accident occurred in 1998 and the claim was brought in 2013. The statute of limitations in infant cases runs for two years after they reach their age of majority. So, as in this case, the child has until he/she reaches the age of twenty before the statute of limitations runs out. This case was brought 15 years after the date of the accident and arose out of an alleged trip and fall in the school yard. There was much confusion in identifying the precise spot where the injured party fell and given the passage of time, this came as no surprise to anyone. At least two different areas were pointed out by the injured party. The case proceeded for hearing before the President of the Circuit Court. The injured party gave evidence that she had tripped over a crack in the yard. She was unsure as to which crack in the yard and suggested that they were all tripping hazards. The injured party's engineer gave evidence that dark patches identified in the yard could cause a child's shoe to become caught resulting in the injury. The school's evidence was the patches identified in the school yard were not tripping hazards and that the yard was constructed in 1925 and had not been altered in any way over the years. The Judge was satisfied that the injured party's case was one of speculation and he was not convinced that she had established on the balance of

probabilities that a defect in the yard caused the fall and he dismissed the injured party's action.

Case 4 – Pupil injured during PE session

This last case involves a game of "British Bulldog" during a PE session in school. No injury was reported on the day and it was two days later before the matter was brought to the attention of the school. This game is banned in a number of schools during play time but this activity was during PE lessons and fully supervised. The teacher was satisfied that the game fell within the category of "invasion games" which is included in the syllabus for the junior cycle for physical education, which introduces pupils to contact sports such as rugby and soccer. The injured party claimed that another pupil in the class picked him up by the legs and dropped him on his back. The supervising teacher denied this could have happened during the class and that if a "spear tackle" had happened in any of his classes, he would have noticed as he was in close proximity to the pupils at all times during the course of the session. The purpose of the game is to improve pupil's evasion mobility along with tackling. However the "catchers" are not instructed to tackle pupils, they are instructed that "tag" contact is enough. If there is any rough play, the supervising teacher would step in and stop same. The case proceeded to a full hearing in the Circuit Court and evidence was presented on both sides. Ultimately, the case boiled down to whether or not the supervising teacher sanctioned a tackling/contact form of the game during the PE lesson. After some deliberation, the Judge said it was inconceivable that a teacher with such experience (as the teacher had in this case) would sanction a full tackle scenario. This would have led to a "free for all" and the Judge was not satisfied that the injured party had established his case on the balance of probabilities. The case was dismissed and no order made as to costs.

Sinead Kane: From Dark to Light

A phenomenal achievement by a remarkable person



Sinead, an Allianz sports and brand ambassador, has found her name on everyone's lips after her phenomenal achievement when she crashed into the Guinness Book of Records for being the first blind runner to complete seven marathons on seven continents in seven days.

During the week long World Marathon challenge which took place in January she completed marathons at Union Glacier (Antarctica), Punta Arenas (Chile), Miami (USA), Madrid (Spain), Marrakech (Morocco) Dubai (United Arab Emirates) and Sydney (Australia).

A remarkable achievement by anyone's standard. Even more so when you consider that Sinead is blind.

When at school Sinead's disability led to her being bullied and to isolation in the playground. However, rather than let this depress her, she instead turned it to her advantage - refusing to accept obstacles or limitations. A negative comment by a teacher about her career aspirations made her determined to prove that teacher wrong and so Sinead subsequently qualified as a solicitor – *the first blind person in Ireland to do so*. Sinead is currently a PhD student in the School

of Education Studies' Anti – Bullying Centre in Dublin City University.

Responding to a charity request, Sinead took up running just five years ago and discovered that she not only had a talent for running but that she also really enjoyed the experience. Her success was recognised by ultra distance running specialist Richard Donovan from Galway and he invited Sinead to take part in his *Volcano Marathon* event held in Chile. Sinead successfully completed this challenge and from that moment on was hooked on the challenge posed by ultra marathon competitions.



Sinead with her guide runner John O'Regan



Sinead and John O'Regan



Sinead with Sean McGrath CEO Allianz Ireland

The next big challenge on the horizon for Sinead was to participate in *The World Marathon Challenge*. This event demands that participants undertake seven gruelling full marathons, in just seven days across seven continents - traversing no fewer than fifteen different time zones in just 168 hours. The World Marathon Challenge is enough to shake anyone out of their comfort zone - never mind a blind runner – but for Sinead it was the challenge she was looking for... *and not just to compete in the event, but to complete it.*

For Sinead, doing this challenge was also an opportunity to have people see beyond her disability and to help focus instead on what is possible. This is something that Sinead is very passionate about and the positive promotion of people with disabilities is a driving ambition in everything Sinead does. However, participation in the WMC was nearly derailed when financial support from a sponsor was withdrawn at the last minute. Sinead turned to Allianz, long term supporters of Paralympic sports and because we are as passionate about focusing on the positives of disability as she is, we quickly agreed to fund her challenge and it was game on.

Seven very gruelling days, a few low moments and many highs it was mission accomplished as Sinead, along with her guide runner John O'Regan crossed the finishing line in Sydney.

As news of Sinead's epic feat became known she has been feted not only by her home town of Youghal but also nationally, becoming something of a celebrity with numerous Radio and TV interviews and a coveted appearance on RTE's Late Late Show.

Sinead has been magnanimous in her thanks to her supporters and sponsors Allianz, Great Outdoors, Richard Donovan and in particular her running guide John O'Regan without whose belief and support she says she would not have been able to achieve what she set out to do.

In her newly found position as an inspirational role model to a generation or indeed a nation, Sinead says that there is never room for complacency and she constantly challenges herself believing that when you show courage it can have a ripple effect emboldening those around you and making the world a little braver.

Sinead encourages everyone to live their dreams and not live their fears. As she says:

"I couldn't control being born physically impaired. But I can control how I choose to live my life".

There is no doubt that fear will never hold Sinead back!

SOME FACTS RE WORLD MARATHON CHALLENGE:



The Allianz Custodian School Protection Policy

Part 3 (Indemnity to Management and Legal Expenses)

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

In this edition of our Schools Journal we conclude our series of articles which are intended to highlight the key sections of your Policy. We concentrate on the main Benefits and Exclusions of **Section 5 Indemnity to Management** and **Section 6 Legal Expenses**.

Note: this article summarises our standard cover, for full details of your Policy cover please refer to your Policy wording.

Section 5 – Indemnity to Management

Sub-Section 5A – Professional Indemnity

This sub-section covers the legal liability of the insured (Board of Management/ Governors, the Patron, the Trustees) arising from any actual or alleged **wrongful act** in connection with a **school related activity**.

A **school related activity** is any activity that is usual to a school, which is carried out with the full knowledge and authority of and under the control of the insured or any other person specifically authorised by them.

A **wrongful act** under Sub-Section 5A is any actual or alleged (a) breach of duty arising from any negligent act error or omission, (b) breach of warranty of trust or of confidentiality, (c) libel or slander committed in good faith, or (d) infringement of copyright patent trademark or design rights committed in good faith.

This is a **Claims Made cover** which means that the claim must first be made during the period of insurance and must have occurred either during the period of insurance or if prior to the period of insurance it must have occurred after the date on which the insured first effected Indemnity to Management cover with Allianz (retroactive date).

This Sub Section excludes indemnity:-

- to any person committing, participating, condoning, instigating or knowingly allowing any intentional dishonest criminal or malicious act or omission
- for any fines, penalties, punitive or exemplary damages
- for any claim alleging wrongful suspension or expulsion of or refusal to enrol any student except where the insured has followed established procedures and the advice of a solicitor

Limit of Indemnity

The standard Policy Limit of Indemnity is €6,500,000 in the aggregate any one Period of Insurance.

Sub-Section 5B – Trustees, Directors and Officers Liability

This sub-section provides indemnity to any Trustee Director or Officer in respect of any actual or alleged breach of duty arising from any negligent act error or omission on the part of such Trustee Director or Officer which arises solely by reason of the conduct of their duties as a Trustee Director or Officer of the school.

As with Sub-Section 5A Professional Indemnity, this is a **Claims Made cover** as discussed previously.

This Sub Section excludes indemnity:-

- to any person committing, participating, condoning, instigating or knowingly allowing any intentional dishonest criminal or malicious act or omission
- for any fines, penalties, punitive or exemplary damages
- for any claim alleging wrongful suspension or expulsion of or refusal to enrol any student except where the insured has followed established procedures and the advice of a solicitor

Limit of Indemnity

The standard Policy Limit of Indemnity is €2,500,000 in the aggregate any one Period of Insurance.

Sub-Section 5C Employment Practice Liability

This sub-section provides indemnity to the insured in respect of legal liability arising from any **Wrongful Employment Practice** which includes (a) unfair or wrongful dismissal, (b) discrimination against any employee (c) refusal to employ a qualified applicant (d) failure to afford the same terms of employment, working conditions or treatment or (e) employment related harassment (including sexual harassment), bullying or intimidation.

As with Sub-Section 5A Professional Indemnity and Sub-Section 5B Trustees, Directors and Officers Liability, this is a **Claims Made** cover as discussed previously.

This Sub Section excludes indemnity:-

- to any person committing, participating, condoning, instigating or knowingly allowing any intentional dishonest criminal or malicious act or omission
- for any fines, penalties, punitive or exemplary damages
- for any claim arising from a deliberate or intentional breach of the terms of any contract of employment
- to make remuneration payments including pay in lieu of notice and/or redundancy payments which the insured is legally obliged to pay under the terms of any contract of employment
- arising from costs of complying with physical modifications to school property or to a school related activity to reasonably accommodate any employee or any applicant for employment as required by law

Limit of Indemnity

The standard Policy Limit of Indemnity is €2,500,000 in the aggregate any one Period of Insurance.

Sub-Section 5D – Fidelity Guarantee

This sub-section provides cover against the dishonesty of an employee, member of the Board of Management/Governors or other person acting on their behalf in the embezzlement of money (or property). The insured must ensure that all school books of account are audited, at least annually, by a suitable qualified person or persons.

Limit of Indemnity

The standard Policy Limit of Indemnity is €100,000 in the aggregate any one Period of Insurance – Note that irrespective of the number of Periods of Insurance over which the fraud or embezzlement takes place the maximum sum payable in respect of all loss arising from the same dishonest or fraudulent act is the Limit of Indemnity.

Section 6 – Legal Expenses

This section covers legal costs and expenses incurred with the **express prior approval** of Allianz in connection with:-

- the pursuit of legal proceedings arising from any dispute between the insured and any employee, ex-Employee or prospective Employee
- pursuit of legal proceedings for damages arising from legal liability
- the pursuit or defence of legal proceedings arising from a contract for the purchase, sale or supply of goods or services
- pursuit or defence of the Insured for infringement of the Insured's legal rights in relation to ownership/occupation of school property
- defence of the insured in any prosecution for breach of statute, statutory instrument, order or regulation.

This Sub Section does not provide cover for:-

- any dispute between the Insured and the Company
- a claim for monies owed to the Insured not made within 6 months of the monies becoming due
- any prosecution deliberately or intentionally solicited by the Insured
- any legal expenses incurred without the express prior approval of the Company
- payment of compensation awards, damages, fines or penalties.

Limit of Indemnity

The standard Policy Limit of Indemnity is €1,000,000 in the aggregate any one Period of Insurance.

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. A copy of this is available upon request from Allianz or your Insurance Intermediary.



Security in Your School

Financial constraints are putting ever increasing pressure on school budgets and leaving schools with difficult choices in terms of what can or cannot be afforded. Whilst understandably priority is given to funding the education of the children in your care this can at times come at the expense of other related costs in relation to maintenance and security.

In recent months we have noticed a trend whereby security systems, which require repair or maintenance have been long fingered and the schools concerned have suffered losses (as a result) which were avoidable. The cost of such losses goes far beyond the financial implications and can impact on the whole school community. In one particular case extensive damage was occasioned to the school buildings when those who had broken in set fire to the premises and only because of the quick actions of the emergency services, the school would have been forced to relocate, pending reinstatement works being completed.

Whilst we fully understand the difficult decisions schools have to make we would

urge all schools not to compromise in the area of security because the consequences can be very significant and the disruption to school life damaging to the delivery of the education service for which you have worked so hard.

In our publication "Guide to Insurance, Safety and Security in the School" we detail in chapter 10 some of the measures/precautions that can be implemented to reduce your exposure in this area and we summarise some of the key points hereunder.

Schools are often built in isolated areas and may be unoccupied for long periods. They represent authority to the vandals who can often be past pupils who are familiar with the site. Poor design in school buildings can often

be problematic and features such as flat roofs, recessed doorways, school shelters and courtyards can encourage access to the schools initially, which subsequently leads to vandalism happening there.

We would therefore recommend that you always carry out a security assessment of your premises bearing in mind the following:-

- Do you have a system in place to ensure all exit doors, windows and skylights are securely locked when the school is closed?
- How many key holders are there and are they limited to the appropriate personnel?
- Have you a system to ensure all valuable equipment is stored out of sight and where possible in strong rooms? Laptops, overhead projectors etc. are particularly attractive to thieves.
- Do you keep yards and grounds tidy and free from rubbish and waste materials? Premises which look untidy often attract unwanted attention and the presence of waste material can be used as a source of ignition in arson attacks.
- Is the external lighting in proper working order?
- During holiday periods do you ensure that the water supply is turned off at the mains? Vandals often turn on taps or damage pipes which can lead to extensive damage.
- During holiday periods are basketball hoops, goal posts, playground and other such equipment removed where practical? Very often young adults are attracted by such equipment.
- Are the burglar alarm, fire alarm and CCTV cameras (if you have same) in working order? Thieves/vandals can often tell if



systems are not working and target the school accordingly.

- Do you have a system in place for regular patrol of the school buildings and grounds during holiday periods? Early detection of an issue can prevent a more significant problem later on.
- What money handling procedures do you have in place, are they adequate and do they ensure that money is never left on the premises when the school is unattended? Money is particularly attractive to thieves and if they become aware that money is stored overnight they will target your school.
- Are any oil tanks fitted with a secure lock and a remote electric oil level gauge? Theft of oil is not uncommon and very often leads to significant leakage from tanks which create additional costly environmental issues.

School management embraces the way in which activities of maintenance and general housekeeping are carried out. There is a relationship between the appearance of the school and the way it is regarded within the community. This is critical as schools that look neglected are more prone to vandalism, theft or arson. A good working relationship within the school and local community and well understood procedures are highly effective in reducing losses at little or no cost. The best and most comprehensive and sophisticated intruder alarm/CCTV systems are only effective if switched on and monitored. The above is only a brief summary of some of the issues that should be considered when carrying out a security assessment and the Garda Authorities will also be able to advise you further with the crime prevention officer normally available to call on request. As

mentioned above, more detailed guidance is contained in the Allianz "Guide to Insurance Safety and Security in the School" publication and also you can obtain further information on our schools website www.allianz/schools or from your local Allianz Representative or your Insurance Intermediary.



Summer Works

The summer holiday period tends to be a very popular time for schools to start work on renovations, new builds and extensions. It is extremely important that you have control measures in place to ensure contractors are adequately insured when carrying out work on school grounds. We recommend you seek confirmation that the contractor has the following insurance cover in place:

Employers Liability – This covers the legal liability of the contractor to employees for injury, fatality or disease 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 contract works. 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.

Having control measures in place ensures that claims arising in connection with the work carried out by the Contractor are dealt with under the contractor's insurance.

The limit of indemnity provided under the contractor's insurance should not be less than €2,600,000 for Public Liability and €13,000,000 for Employer's Liability.

In the event you are planning to carry out any work of this nature, we ask that you 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 assistance in relation to engaging contractors please do not hesitate to contact our School Support Team at 01 613 3966, your local Allianz Representative or your Insurance Intermediary. Calls may be recorded.



School Playground Equipment

It is accepted that children benefit from a wide and varied range of activities and in particular outdoor exercise including games. In recent years there has been a trend towards the installation of playground equipment in schools aided by various Government/Local Authority grants. However, this has led to an increase in the number of Public Liability claims being experienced by schools. We have seen a number of claims involving children who have fallen off such equipment and broken or dislocated bones and that some parents who championed the installation of such equipment are very quick to hold the school responsible when their child suffers such an injury.

Playground equipment is designed to be challenging in various degrees for its specific target age and to provide an element of managed risk for children. Playground equipment can provide children with fun, fresh air and exercise, but it can also pose significantly increased safety hazards.

There is a duty of care on Boards of Management to take reasonable steps to ensure that their schoolyards or other outdoor activity areas and items of equipment such as playground equipment are safe.

There should be no "hidden" risks associated with the equipment itself which are unforeseen to pupils. These include areas of entrapment, toggle traps, obstructions to movement, stability of equipment, sturdiness of materials, unsuitable or damaged surfaces, faulty equipment and inadequate supervision. These are just a few of the risks which can result in accidents on playgrounds.

Where a school has playground equipment installed or where they are considering purchasing such equipment a full risk assessment must be carried out to assess the exposure presented versus the assumed

benefits. Where having assessed the exposure presented it is felt that the benefits outweigh the exposure presented then the following precautions should be adhered to:-

- All playground equipment must be installed in compliance with European Standards ISEN1176 and ISEN1177. These European Standards are accepted by the Courts as being the model for best practice and failure to comply with them makes defending claims very difficult.
- In addition to standard compliance, Courts will also take account of matters such as inspection and maintenance, training and supervision.

The following issues should also be taken into account so as to ensure the risk of injury to children is reduced: -

Location and Design

- Professional advice should be obtained with regard to the layout and design of the "playground" ensuring it is suitable for purpose and can be accessed safely.

- The surface should be free of standing water, rocks, loose stones, tree stumps, tree roots and debris of any kind which could cause pupils to trip or fall. School procedures should include provision for the presence of ice, snow and other adverse weather related conditions.
- Accidents in playgrounds arise mainly due to the way children move about – running, jumping etc. – within the area. Equipment must be positioned so that there is no cause for pupils to run across moving equipment, thus eliminating the risk of being struck by moving equipment such as swings.
- Any access gate should normally open outwards, except where it opens directly into traffic or is likely to cause a hazard. The gate should preferably not close quicker than within five seconds to facilitate wheelchair access and additionally to prevent it striking a child walking through.
- Ideally, a suitable 2 metre fence should be provided around the playground equipment and fitted with locked gate. The playground should only be accessible when supervised.

Play Equipment / Activity Area

- As outlined previously, play equipment and surfacing should be installed in accordance with Safety Standards ISEN1176 and ISEN1177. Where new equipment is being installed it must conform with ISEN1176. Schools should request that the manufacturer or supplier provide written confirmation of their compliance with the relevant standard.
- Where existing equipment does not conform to an appropriate standard, then a risk assessment and testing of the equipment should be carried out by an appropriately qualified Health and Safety expert. All risk improvements resulting from such assessment/testing should be implemented immediately.
- It is recommended that Impact Attenuating Surfacing (IAS) should be installed under all items of play equipment. ISEN1177 requires that a surface with some impact attenuation should be installed under all items of play equipment. For potential falls above 600mm, ISEN1177 defines the nature and extent of Impact Attenuation the surface must have. Schools must ensure that such surfacing is maintained and replaced when required in line with the manufacturer's recommendations and guidelines.
- Schools should ensure that all equipment and surfacing is installed by a competent contractor in accordance with ISEN1176 and ISEN 1177. Such contractors should be required to produce written confirmation that they have relevant insurance in place which covers them in respect of the work being undertaken and which includes a specific indemnity to the Board of Management and Patron.

Supervision

- Specific reference to the playground area should be included in your Supervision procedures
- Use of the playground when unsupervised should not be permitted

- Rules relating to the safe use of the equipment must be communicated to all children permitted to use such equipment and such rules should be displayed in writing in the playground area.
- The rules referred to above should be enforced without exception

Management

- The playground area should be inspected weekly by a competent person. The inspection should include a general review of the equipment and area to ensure it is clean and well maintained. In particular the following should be considered:
 - All wooden equipment should be checked for splinters, cracking, build up of vegetation or rusting of screws. Metal equipment should not be rusted. Checks should be carried out to identify any signs of weakening and to ensure that all bolts are secure and not loose.
 - Equipment identified as defective must be immediately taken out of use and either repaired or replaced as appropriate. Within the Hazard Identification and Risk Assessment section of the school's Safety Statement a record should be kept of the defects

identified together with details of the action taken to eliminate the risk.

- Equipment, fences and gates should be checked for objects such as hooks, bolts, sharp objects or unfinished edges that stick out and which could injure a pupil or catch clothing causing entanglement or fall. Immediate action must be taken to remove or repair such items.
- An effective programme should be put in place to ensure that equipment is maintained in accordance with the manufacturer's instructions. An annual independent safety inspection of all playground equipment should also take place.

In summary playground equipment can provide benefits for pupils of all ages but with the use of such equipment come risks which must be managed to ensure the safety of the children concerned. Your Allianz Custodian School Protection Policy provides indemnity in respect of the use of such equipment. However, in the event of an unforeseen accident occurring it will be critical to the defence of any claim arising that you can demonstrate that all appropriate risk assessments have been completed, that the equipment met the appropriate standard and that the level of management/supervision was adequate.





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