



Padraic Smith & Co
Insurance Brokers



SAFEScheme
POLICY DOCUMENT



SPECIALIST UNDERWRITING SERVICES

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THE CONTRACT OF INSURANCE



SPECIALIST UNDERWRITING SERVICES

SPECIALIST UNDERWRITING SERVICES ON BEHALF OF IRONSHORE (EUROPE) DAC. PLAYGROUP & CHILDCARE INSURANCE POLICY

The Policy, Schedule and any endorsements should be read as if they are one document.

The Policy is a contract between you and us. The proposal form and declaration signed by you or submission and related correspondence received by us form the basis of the contract.

We will insure you under those sections shown in the Schedule during any Period of Insurance for which we have accepted your premium provided all the terms and conditions of the Policy are kept.

For and on behalf of Specialist Underwriting Services Ltd.

John D. Murphy
Managing Director

This is a legal document and should be kept in a safe place.

To fully understand the cover provided under your Policy, your attention is drawn to exclusions under individual sections and also general/claims conditions and general exclusions.

Please read your Policy and Schedule carefully. If they do not meet your needs please return all documents to us or your broker or agent.



MEANING OF WORDS

Certain words in the Policy have special meanings. These meanings are given below. To help you identify these words in the Policy we have printed them in bold throughout.

AVERAGE

If, at the time of the damage, the sum insured is less than the full reinstatement value of the property insured the amount we will pay will be reduced in proportion to the amount of the underinsurance.

BUILDING(S)

The building(s) of the premises being built of bricks, stone or concrete and roofed slates, non-combustible tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non-combustible mineral ingredients comprising:

- the playgroup & childcare facility and residential accommodation and all outbuildings used in connection with the business or for domestic purposes but excluding signs, glass in windows and doors and fixed sanitary ware except as provided elsewhere in this Policy
- walls, gates, fences and hedges around the building(s) and belonging to them
- tanks, drains, pipes and cables servicing the premises
- Landlord's fixtures and fittings.

BUSINESS

The business shown in the Schedule including the provisions and management of canteen, social, sports and welfare organisations for the benefit of your employees and first aid, fire and ambulance services.

DAMAGE OR DAMAGED

Loss, destruction or damage.

DEFINED PERILS

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, or impact by any vehicle or goods falling from them or impact by animals.

EMPLOYEE

- Anyone who has entered into or works under a contract of service or apprenticeship with you, provided a proper wages book is kept which includes each employee and each employee is registered for P.A.Y.E. and P.R.S.I.
- Any labour only subcontractor or anyone employed by them
- Any self-employed person
- Anyone who is engaged under a work experience scheme or similar scheme
- Anyone who is hired or borrowed by you working for you in connection with the business.

EXCESS

Where an excess is shown in any section of this Policy or any endorsement attached to the Policy, the amount for which you will be responsible will be deducted from all claims for damage to material property after all other terms and conditions have been applied.

PLAYGROUP AND CHILDCARE FACILITY

The establishment shown in the schedule.

PREMISES

The building(s) and the land within the boundaries belonging to them.

WE, US, OUR

Specialist Underwriting Services Ltd. on behalf of Ironshore (Europe) DAC.

YOU

- (a) The playgroup and childcare centre and any body, corporate trust, by which such establishment has legal status which holds its rights and assets and/or bears its liabilities.
- (b) The patron or the trustees.
- (c) Each individual member of the board of management/governors.
- (d) At your request, any parent/playgroup or childcare association, employee or other person, in respect of liability which you would have been entitled to be indemnified for, under this Policy, if the claim had been made against you.

PROVIDED THAT ANY SUCH PERSON

- (i) Shall be subject to the terms, definitions, exclusions and conditions of this policy.
- (ii) Is not entitled to indemnity under any other policy.

SECTION A: BUILDINGS

WHAT IS INSURED

The **building(s)** are insured against damage caused by the events in paragraphs 1 – 9 and 10 (if operative).

WHAT IS NOT INSURED

<p>1. Fire Fire, lightning, explosion or earthquake.</p>	<p>Damage caused by the bursting of a boiler (not being a boiler used for domestic purposes only).</p>
<p>2. Stealing Stealing or attempted stealing.</p>	<p>Damage caused by stealing or attempted stealing not involving entry to or exit from the building(s) by forcible and violent means. Damage in respect of property in the open.</p>
<p>3. Riot Riot or civil, labour or political disturbances or vandals or malicious people.</p>	<p>Damage caused:</p> <ul style="list-style-type: none"> - by stealing or attempted stealing. - through confiscation, destruction or requisition by order of the Government or any Public Authority. - in respect of any building which is empty or not in use. - resulting from stoppage at work.
<p>4. Storm Storm or flood. The most we will pay for damage to gates and fences in total is €10,000 in any one period of insurance.</p>	<p>Damage caused by frost, subsidence, ground heave or landslip. Damage due to a change in the water table level. Damage in respect of moveable property in the open.</p>
<p>5. Water Escape of water from fixed water apparatus. We will also pay for damage (excluding wear and tear, rust or gradual deterioration of any installation) to any fixed water apparatus caused by freezing or forcible or violent bursting. We will also pay for costs incurred in locating the source of the damage to the building(s).</p>	<ul style="list-style-type: none"> - Damage in respect of any building which is empty or not in use for more than 60 days in any one period of insurance, subject to the terms and conditions of the Unoccupancy Clause of the Policy. - Any amount in excess of €50,000 for any one claim and for any one period of insurance.
<p>6. Impact Impact by aircraft or other aerial devices, road or rail vehicle or articles falling from them or by animals.</p>	
<p>7. Aerials Falling aerials, aerial fittings or masts.</p>	<p>Damage arising from the erection, dismantling, repair or maintenance of such apparatus.</p>
<p>8. Oil Leakage of fuel oil used solely for domestic purposes in connection with the building(s). We will also pay for costs incurred in locating the source of the damage to the building(s).</p>	<p>Damage due to wear and tear, rust or gradual deterioration of any installation. Any amount in excess of €50,000 for any one claim and for any one period of insurance.</p>
<p>9. Trees Falling trees or branches. We will also pay the cost of removing any fallen trees or branches which cause damage to the building(s).</p>	<p>Damage caused by felling or lopping trees. Damage to gates and fences.</p>

WHAT IS INSURED

10. Accidental Damage

Accidental **damage** not caused by the events under paragraphs 1-9 of this section.

WHAT IS NOT INSURED

Damage caused by or arising from:

- insects, parasites, vermin or domestic pets.
- atmospheric or climatic conditions or the action of light.
- alteration, repair, maintenance, decoration, restoration, dismantling or renovation.
- demolition, structural alteration or structural repair.
- drying, dyeing, washing or cleaning.

Damage caused by or consisting of:

- inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
- faulty or defective workmanship, operational error or omission, on the part of **you** or any of your **employees**
- gradually operating causes
- the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of **you**
- pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded.

Damage caused by or consisting of:

- corrosion, rust, wet or dry rot, shrinkage, evaporation, and loss of weight, dampness, dryness, marring or scratching.

Damage consisting of:

- joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with the above.
- mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates.



WHAT IS INSURED	WHAT IS NOT INSURED
<p>10. Accidental Damage (continued) Accidental damage not caused by the events under paragraphs 1-9 of this section.</p>	<p>Damage caused by or consisting of:</p> <ul style="list-style-type: none"> - subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank apparatus or pipe. - normal settlement or bedding down of new structures within 2 years of their completion or during the contract maintenance period which is the larger. <p>Damage caused by or consisting of:</p> <ul style="list-style-type: none"> - acts of fraud or dishonesty. - disappearance, unexplained or inventory shortage, misfiling or misplacing of information. <p>Damage to building(s) caused by its own collapse or cracking unless resulting from a defined peril in so far as it is not otherwise excluded.</p> <p>Damage in respect of moveable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.</p> <p>Damage:</p> <ul style="list-style-type: none"> - caused by fire resulting from its undergoing any heating process or any process involving the application of heat. <p>Damage in respect of:</p> <ul style="list-style-type: none"> - jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books. - property in transit. - computers or data processing equipment. - money, cheques, stamps, bonds, credit cards or securities of any description - other than such damage caused by a defined peril in so far as it is not otherwise excluded.
<p>11. Services Accidental damage to underground and overhead cables, pipes, tanks or drains servicing the building(s) for which you are responsible.</p>	<p>Any consequential damage.</p>
<p>12. Pipes The cost of breaking into and repairing the pipe between the main sewer and the premises following the blockage of the pipe.</p>	
<p>13. Rent Receivable If the building is made uninhabitable by damage from any cause insured by this section, we will pay for loss of rent, until the building is repaired or reinstated. The Limit The most we will pay is 15% of the sum insured on building(s). The work of repair or reinstatement must be done without delay.</p>	

WHAT IS INSURED	WHAT IS NOT INSURED
<p>14. Property Owners Liability</p> <p>Any amounts which you, as owner of the premises become legally liable to pay as compensation for an accident, occurring during the Period of Insurance, which causes accidental death or accidental bodily injury to a person or accidental damage to material property.</p>	<p>Any liability:</p> <ul style="list-style-type: none"> - arising from an agreement which imposes a liability which you would not otherwise have been under. - arising from the occupation of the premises. - for damage to property owned or held in trust by you or in your custody or control. - for bodily injury to any employee. - for the cost of remedying any defect or alleged defect in the premises. - in respect of claims arising in connection with any work of building construction, reconstruction, structural alteration or demolition.
<p>Bodily Injury</p> <p>Bodily Injury shall mean:</p> <ul style="list-style-type: none"> - Bodily Injury, illness or disease. - Wrongful arrest, detention, imprisonment or eviction of any person other than any employee by you up to a maximum limit of liability of €6,500 any one incident and €32,000 in the aggregate in any Period of Insurance. The limit of liability shall be inclusive of all costs and expenses. 	
<p>The Limit</p> <p>The most we will pay for any claim or claims arising from any one event is €6,500,000 plus costs agreed by us in writing.</p> <p>Discharge of Liability</p> <p>We may discharge our liability to you in respect of any claim by paying to you or on your behalf the maximum amount payable in respect of any one accident or series of accidents occurring in connection with any one event. If we opt to discharge our liability in this way and have made previous payments in respect of the accident or series of accidents occurring in connection with any one event we will pay the balance of the maximum amount to you or on your behalf. We will also pay legal costs incurred prior to the date of such payment.</p>	



WHAT IS INSURED	WHAT IS NOT INSURED
<p>15. Glass</p> <p>Accidental breakage to fixed plain plate and sheet glass in the windows and doors and fixed sanitary ware for which you are responsible in the premises.</p> <p>The most we will pay is the cost of replacing broken glass with glass of similar quality.</p> <p>We will also pay up to a maximum of €650 for:</p> <ul style="list-style-type: none"> - damage to frames and framework of any description. - the cost of boarding up until the broken glass is replaced. - rectifying of Alarm System - stained glass. - silvering, lettering, bending or ornamental glass. 	<ul style="list-style-type: none"> - Damage resulting from repairs or alterations to the premises. - Breakage of cracked or scratched glass. - In respect of any building empty or not in use.

ADDITIONAL COVER

WHAT IS INSURED	WHAT IS NOT INSURED
<p>1. Damage caused by Emergency Services</p> <p>Damage caused to lawns, paths and gardens by the movement of emergency service vehicles occurring within the confines of the site on which the building(s) stand.</p>	Any amount in excess of €1,300.
<p>2. Fire Brigade Charges</p> <p>The cover provided by this Policy is extended to include cover for charges that are levied by a fire authority in accordance with the Fire Services Act 1981 or any subsequent amendments in controlling or extinguishing fire affecting (or threatening to affect) the property insured by this Policy in circumstances which have given rise to, or would have given rise to damage arising from a cause which is not an excluded cause.</p>	Any amount in excess of €25,000.
<p>3. Fire Extinguishing Expenses</p> <p>The cover provided by this Policy is extended to include costs incurred by you in replenishing and recharging fire extinguishing equipment arising out of the use of such equipment following the occurrence of fire in or at the playgroup and childcare facility.</p>	Any amount in excess of €6,000.
<p>4. Landscaping Damage</p> <p>Damage to lawns, trees, plants and shrubs as a result of the events in paragraphs 1 (Fire) and 3 (Riot) occurring within the confines of the site on which the building(s) stand.</p>	Any amount in excess of €6,000. Unless the building(s) are damaged at the same time and by the same cause.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>5. Replacement of Locks</p> <p>We will pay for the necessary replacement of locks following the loss of keys to the building(s) or to any safe or strongroom in the building(s) by stealing from:</p> <ul style="list-style-type: none"> - the building(s). - the home of any employee or director. Provided that if the keys are to a safe, they are not left in the building(s) overnight. 	<p>Any amount in excess of €1,000.</p>

MEMORANDA

1. ADDITIONAL COSTS

We will pay the necessary and reasonable expenses that **you** incur in repairing or reinstating the **building(s)** following **damage** insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others.
- the cost of clearing the site and making it and the **premises** safe.
- the cost of complying with any government or local authority requirement following **damage** unless you were given notice of the requirement before the **damage**.

We will not pay:

- fees for preparing a claim under this section.
- for the cost of undamaged parts of the **building(s)** (except the foundations of the **damaged** parts).
- the cost of work stipulated in any notice already served upon **you**.
- costs or expenses incurred in removing debris other than from the **premises** and the area immediately adjacent.
- costs or expenses arising from pollution or contamination or property not insured by this Policy.
- any rate, tax or other charge arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with any Public Authority, Regulation or Bye-Law.

2. AUTOMATIC REINSTATEMENT OF THE SUM INSURED

We will automatically reinstate the sum insured upon notification of a claim to **us** unless **we** give you written notice to the contrary provided that you:

- pay the appropriate additional premium.
- take immediate steps to carry out any amendments in the protection of the building(s) as we may require.

The most **we** will reinstate in any one Period of Insurance is the sum insured.

3. AVERAGE

The sum insured under each **building** is separately subject to **average**.

4. EXCESS

The **excess** applicable under this section is shown in the Schedule attached to this Policy.

5. INFLATION PROTECTION

To protect **you** from the effects of inflation, **we** will automatically increase the sum insured each year. **We** will work out the renewal premium on the revised sum insured.

6. JOINT INTEREST CLAUSE

If **you** are selling your **building** **we** will insure the buyer up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the Policy.

7. LIMITS

The most **we** will pay for **damage** to the **building(s)**, including additional costs, is the sum insured under Section A.

8. MORTGAGEES CLAUSE

If the **building(s)** are mortgaged, the interest of the mortgagee in this insurance will not be prejudiced by any act or neglect of the mortgagor or occupier of the **building(s)** insured by this Policy which increases the risk of **damage** without the authority or knowledge of the mortgagee provided that the mortgagee on becoming aware of an increase in the risk of damage advises **us** immediately and pays an additional premium if required.

9. POLLUTION & CONTAMINATION CLAUSE – SPECIAL CONDITIONS APPLYING TO SECTION A

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) where **damage** to the property insured is caused by:

- pollution or contamination which itself results from any of the insured events 1 – 6 under this section.
- any of the insured events 1 – 6 under this section which itself results from pollution or contamination.

10. WATER TABLE CLAUSE

The cover provided by section A – **Buildings** does not include **damage** or consequential loss solely due to change in the water table level.

11. SETTLING CLAIMS

We will pay the full cost of repair or reinstatement of the **damaged** part of the **building(s)** provided that the work is done without delay or at **our** option we will arrange for the work to be carried out. However, **we** will take off an amount for wear and tear if the **building(s)** are in a poor state of repair or decoration.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the **building(s)** when new.

Your attention is drawn to the General/Claims Conditions and General Exclusions as detailed in the Policy.



SECTION B: CONTENTS

MEANING OF WORDS

CONTENTS

1. Fixtures and fittings, machinery and all other contents including:
 - the facade and, if fixed to the **building(s)** any external signs, fitments and blinds
 - any telephone installation, gas or electricity meter
 - business books for their value as stationery plus the cost of clerical labour to reproduce them
 - your pedal cycles, clothing and personal effects or those of your **employees**, pupils and visitors up to €1,000 any one person
 - Tenants improvements and decorations for which **you** are responsible.

2. All furniture furnishings, apparatus, and other property of the **playgroup and childcare facility** not included in the definition of **Building(s)** including audio/visual equipment, computer equipment, office equipment, musical instruments, trophies and fuel the property of or leased loaned or hired to **you**.
 The following property is not included as Contents:
 - glass on the facade of the **playgroup and childcare facility**.
 - personal belongings comprising jewellery and furs.
 - Landlord's fixtures and fittings.
 - wallpapers, ceilings, panellings and the like.
 - motor vehicles, watercraft, aircraft and fitted accessories.
 - livestock.
 - deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection.
 - documents, manuscripts, plans, patterns, models, moulds or designs.
 - computer systems records.
 - explosives.
 - cash, stamps, banknotes, bus tickets and lottery tickets except as provided for elsewhere in this section.
 - property more specifically insured.

WHAT IS INSURED	WHAT IS NOT INSURED
The Contents are insured against damage caused by the events in paragraphs 1 – 9 and 12 (if operative).	
1. Fire Fire, lightning, explosion or earthquake.	Damage caused by bursting of a boiler (not being a boiler used for domestic purposes only).
2. Stealing <ul style="list-style-type: none"> - Stealing or attempted stealing. We will also pay for damage to the playgroup and childcare facility where you are legally responsible for it. - Robbery or attempted robbery committed in the premises involving actual or threatened assault or violence. Provided that all existing devices for securing the building(s) of the playgroup and childcare facility are put into full and effective operation at night and whenever the playgroup and childcare facility is left unattended.	Damage caused by stealing or attempted stealing not involving entry to or exit from the building(s) by forcible or violent means. Damage caused, or contributed to, by any of your employees . Damage in respect of property in the open.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>3. Riot Riot, civil, labour or political disturbances or vandals or malicious people.</p>	<p>Damage caused:</p> <ul style="list-style-type: none"> - by stealing or attempted stealing. - through confiscation, destruction or requisition by order of the Government or any Public Authority. - in respect of any building which is empty or not in use. <p>Damage resulting from stoppage at work.</p>
<p>4. Storm Storm or flood.</p>	<p>Damage caused:</p> <ul style="list-style-type: none"> - by frost, subsidence, ground heave or landslip. - to contents in any cellar or basement unless placed on racks at least six inches above floor level. - due to a change in the water table level. - in respect of moveable property in the open.
<p>5. Water Escape of water from fixed water apparatus. We will also pay for damage to any fixed water apparatus caused by freezing or forcible or violent bursting where you are legally responsible for it.</p>	<p>Damage to contents in any cellar or basement unless placed on racks at least six inches above floor level.</p> <p>Damage in respect of any building which is empty or not in use for more than 60 days in any one period of insurance, subject to the terms and conditions of the Unoccupancy Clause of the Policy.</p>
<p>6. Impact Impact by aircraft or other aerial devices, any vehicle and articles falling from them or by animals.</p>	
<p>7. Aerial Falling aerials, aerial fittings and masts</p>	<p>Damage caused by the erection, dismantling, repair or maintenance of such apparatus.</p>
<p>8. Oil Leakage of fuel oils used solely for domestic purposes in connection with the building(s).</p>	
<p>9. Trees Falling trees or branches.</p>	<p>Damage caused by felling or lopping trees.</p>



WHAT IS INSURED	WHAT IS NOT INSURED
<p>10. Glass Accidental breakage of fixed glass in windows, doors, on the facade, showcases, counters and shelves for which you are legally responsible in the premises of the playgroup and childcare facility. The most we will pay is the cost of replacing broken glass with glass of similar quality. We will also pay up to a maximum of €650 for:</p> <ul style="list-style-type: none"> - the cost of boarding up until the broken glass is replaced. - Damage to the contents caused by breakage of glass on the facade. - Damage to frames and framework of any description and the cost of removing or replacing any Contents which may have to be removed to replace the glass. - Stained glass. - Rectifying of Alarm Systems. - Silvering, lettering, bending or ornamental glass 	<ul style="list-style-type: none"> - Damage resulting from repairs or alterations to the premises. - Breakage of cracked or scratched glass. - In respect of any building empty or not in use.
<p>11. Sanitary Ware Accidental breakage of fixed sanitary ware.</p>	<p>Damage resulting from repairs or alterations to the premises.</p>
<p>12. Accidental Damage Accidental damage not caused by the events under paragraphs 1-9 of this section.</p>	<p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> - insects, parasites, vermin or domestic pets. - atmospheric or climatic conditions or the action of light. - alteration, repair, maintenance, decoration, restoration, dismantling or renovation. - demolition, structural alteration or structural repair. - drying, dyeing, washing or cleaning.



WHAT IS INSURED

12. Accidental Damage (continued)

Accidental **damage** not caused by the events under paragraphs 1-9 of this section.

WHAT IS NOT INSURED

Damage caused by or consisting of:

- inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
- faulty or defective workmanship, operational error or omission, on the part of **you** or any of your **employees**
- gradually operating causes
- the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of **you**
- pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded.

Damage caused by or consisting of:

- corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring or scratching.

Damage consisting of:

- joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection with the above.
- mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates.

Damage caused by or consisting of:

- subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.
- normal settlement or bedding down of new structures within 2 years of their completion or during the contract maintenance period which is the larger.

Damage caused by or consisting of:

- acts of fraud or dishonesty.
- disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>12. Accidental Damage (continued) Accidental damage not caused by the events under paragraphs 1-9 of this section.</p>	<p>Damage to building(s) caused by its own collapse or cracking unless resulting from a defined peril in so far as it is not otherwise excluded.</p> <p>Damage in respect of moveable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.</p> <p>Damage caused by fire resulting from its undergoing any heating process or any process involving the application of heat.</p> <p>Damage in respect of:</p> <ul style="list-style-type: none"> - jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books - property in transit - computers or data processing equipment - money cheques, stamps, bonds, credit cards or securities of any description <p>other than such damage caused by a defined peril in so far as it is not otherwise excluded.</p>
<p>13. Rent Payable If the building(s) is made uninhabitable by damage which is insured by this section, we will pay for rent that you are liable to pay, until the building(s) is repaired or reinstated. The most we will pay is 25% of the sum insured by item 1 of section B as specified in the Schedule as applying to the building(s). The work of repair or reinstatement must be done without delay.</p>	

ADDITIONAL COVER

WHAT IS INSURED	WHAT IS NOT INSURED
<p>1. Fire Brigade Charges The cover provided by this Policy is extended to include cover for charges that are levied by a fire authority in accordance with the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the property insured by this Policy in circumstances which have given rise to, or would have given rise to damage arising from a cause which is not an excluded cause.</p>	<p>Any amount in excess of €25,000. This cover is excluded if Section A Buildings is operative.</p>
<p>2. Fire Extinguishing Expenses The cover provided by this Policy is extended to include costs incurred by you in replenishing and recharging fire extinguishing equipment arising out of the use of such equipment following the occurrence of fire in or at the playgroup and childcare facility.</p>	<p>Any amount in excess of €6,000.</p>
<p>3. Property Temporarily Removed We will pay for damage to contents caused by any event in paragraphs 1-9 provided that:</p> <ul style="list-style-type: none"> - the contents remain within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. 	<p>We will not pay for:</p> <ul style="list-style-type: none"> - your belongings or those of your employees - damage caused by storm or flood while in the open. <p>The most we will pay is €50,000 for any one claim.</p>

WHAT IS INSURED	WHAT IS NOT INSURED
<p>4. Replacement of Locks</p> <p>We will pay for the necessary replacement of locks following the loss of keys to the building(s) or to any safe or strongroom in the building(s) by stealing from:</p> <ul style="list-style-type: none"> - the building(s) - the home of any employee or director. <p>Provided that, if the keys are to a safe, they are not left in the building(s) overnight.</p>	<p>Any amount in excess of €1,000.</p>

MEMORANDA

1. AUTOMATIC REINSTATEMENT OF THE SUM INSURED

- **We** will automatically reinstate the sum insured upon notification of a claim to **us** unless
- **we** give written notice to the contrary provided that **you**:
- pay the appropriate additional premium.
- take immediate steps to carry out any amendments in the protections of the **premises** that **we** may require.

The most **we** will reinstate in any one Period of Insurance is the sum insured.

2. AVERAGE

The sums insured by this section are subject to **average**.

3. BURGLAR ALARM WARRANTY

The following warranty applies in respect of No.2 of Section B: Contents – Stealing or attempted Stealing. The Burglar Alarm installed in accordance with the specification is put into full and effective operation at night and whenever the **business** portion of the **premises** are closed for business or left unattended. **We** will not regard the Burglar Alarm as effective if the specification provides for a 999, direct line or central station warning system and **you** have had notice of the withdrawal of the Garda Siochana, telephone or central station service and such service had actually been withdrawn. The Burglar Alarm is maintained by an installer approved by **us**.

All keys of the **premises**, the Burglar Alarm and of any safes or strongrooms are removed from the premises at night and whenever the premises are closed for **business** or left unattended. Where **you** or one of your **employees** occupy part of the **premises** for residential purposes the keys must be removed from the **business** part of the **premises**.

If circumstances should arise which render **you** unable to comply with any part of this warranty **you** should contact **us** immediately to see if help can be given to obtain reinstatement of cover.

Breach of this warranty shall only invalidate claims in respect of the **premises** at which the breach has occurred.

4. DEBRIS REMOVAL COSTS

We will pay for costs and expenses incurred for removing debris of the contents following **damage** by any of the events in paragraphs 1-9 of Section B: Contents.

We will not pay for:

- costs or expenses incurred in removing debris other than from the **premises** and the area immediately adjacent.
- costs or expenses arising from pollution or contamination of property not insured by this Policy.

5. EXCESS

The **excess** applicable under this section is shown in the Schedule attached to the Policy.

6. INFLATION PROTECTION

To protect **you** from the effects of inflation **we** will automatically increase the sum insured each year. **We** will work out the renewal premium on the revised sums insured.

7. LIMITS

The most **we** will pay under any item is the sum insured applicable to that item.

8. POLLUTION & CONTAMINATION CLAUSE – SPECIAL CONDITIONS APPLYING TO SECTION B

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) where **damage** to the property insured is caused by:

- pollution or contamination which itself results from any of the insured events 1 – 6 under Section B: Contents.
- any of the insured events 1 – 6 under Section B: Contents which itself results from pollution or contamination.

9. WATER TABLE CLAUSE

The cover provided by Section B: Contents does not include **damage** or consequential loss solely due to change in the water table level.

10. SETTLING CLAIMS

In the event of damage by an event in paragraphs 1 – 9 and 12 (if operative) under Section B: Contents to the property insured:

- under Item 1 fixtures and fittings **we** will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred. If the property has not been maintained in good repair **we** will make a deduction for deterioration.
- under any other item in Section B **we** will indemnify **you** either by payment, repair or at **our** option, reinstatement.
- **we** will note the interest of parties supplying property to **you** under a hiring, leasing, or similar agreement once the nature and extent of any interest is disclosed by **you**.



Section B: Contents Continued

MEANING OF WORDS

11. MONEY

BUSINESS HOURS

Any time when **you** or any of your **employees** or directors with responsibility for **money** are in the business portion of **your premises** for the purpose of your **business**.

MONEY

Cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, luncheon vouchers, trading stamps, credit card sales vouchers, telephone call cards, bus tickets, lottery tickets for nominal unsold value, consumer redemption vouchers and gift tokens accepted by **you** and VAT purchase invoices, all pertaining to the **business** and belonging to **you** or for the purpose of your **business**.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>Physical damage to:</p> <ul style="list-style-type: none"> - money - safes or strongrooms which normally contain money caused by stealing or attempted stealing. <p>Provided that:</p> <ul style="list-style-type: none"> (a) whenever the building(s) are unattended any safe containing money is securely locked and all keys to that safe are removed from the premises or kept on your person or one of your employees. (b) you keep a complete record of money in transit and on your premises and deposit that record in a secure place other than a safe or strongroom containing money. (c) in regard to lottery tickets for nominal unsold value, you shall give immediate notice to An Post National Lottery Company and to the Gardaí. (d) you keep a complete record of An Post National Lottery Company Tickets and deposit that record in a secure place other than with the tickets themselves or a safe or strongroom containing money. The record shall contain serial numbers of such tickets including the first and last tickets sold each day. 	<p>Loss from any unattended road vehicle.</p> <p>Damage caused by or due to:</p> <ul style="list-style-type: none"> - the dishonest acts of any employee not discovered within 14 days of the occurrence. - clerical or accounting errors. <p>Damage to money belonging to the Post Office Authority.</p>



LIMITS

The most **we** will pay is listed as follows:

For money in the form of crossed cheques, postal orders, crossed banker's drafts, credit card sales vouchers, unused units in postage stamp franking machines and VAT purchase invoices.	€500,000
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For **money** in any other form:

(i) in transit by you or your employees as per custodian clause.	€13,500 (€3,750 any one person)
(ii) in transit by post (but no more than €7 per packet while in transit by unregistered post).	€2,000
(iii) in any bank night safe.	€13,500
(iv) in your premises during business hours .	€13,500
(v) in your premises during business hours while unattended and not in a locked safe or strongroom.	€13,500
(vi) in your premises outside business hours in a locked safe or strongroom.	€13,500
(vii) in your premises outside business hours not in a locked safe or strongroom.	€325
(viii) in your home or that of any authorised employee .	€1,000
(ix) Any other loss of money not otherwise excluded.	€1,000
(x) Personal money belonging to any member of teaching & care staff of the creche.	€1,000
(xi) Loss of or damage to safe(s) or strong-room(s).	Cost of repair or replacement.
(xii) Financial loss following misuse of a Credit Card held for the benefit of the Creche.	€7,500

CUSTODIAN CLAUSE

It is a condition that **money** as insured under **Money** in Transit shall at all times be in custody as follows:

Custody shall mean being in constant attendance with direct responsibility for the security of **money**.

AMOUNT OF MONEY	CUSTODIAN(S)
1. Up to but not exceeding €3,750.	In Custody of at least one fully responsible able bodied person.
2. Exceeding €4,000 but not exceeding €8,000.	In Custody of at least two fully responsible able bodied persons.
3. Exceeding €8,000 but not exceeding €13,500.	In Custody of at least three fully responsible able bodied persons. No one person to carry more than €4,000 unless an approved security carrying bag is used.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>Malicious Attack</p> <p>We will pay the sum or sums set out in the Table of Benefits shown below if you or any employee sustain bodily injury by violent, external and visible means as a result of malicious attack by anyone stealing or attempting to steal money or contents provided that:</p> <ul style="list-style-type: none"> - You or any employee is engaged on your business at the time of the attack. - The money or Contents are insured under the Policy. - Under Benefit G we will not pay the benefit for more than 104 weeks. 	<ul style="list-style-type: none"> - We will not pay for more than one benefit for the same period of time. - No benefit shall be paid until its entire amount has been agreed. - We will not pay for death, injury, loss or disablement caused, prolonged or complicated by pre-existing physical weakness, defect or disease or by any previously sustained injury.
<ul style="list-style-type: none"> - We will only pay a benefit if death or disablement occurs within twelve months of the date of injury. - If we are satisfied that disability under Benefit G is permanent, Benefit F shall become payable when Benefit G is exhausted. Except for this, we will not pay more than one benefit for the same accident 	

TABLE OF BENEFITS

If **you** or any **employee** sustain bodily injury by violent, external and visible means which is the only and direct cause of:

	BENEFIT PER UNIT
A Death	€125,000
B Loss of Sight in one eye or Loss of one Limb	€75,000
C Loss of Sight in both eyes or Loss of both Limbs	€125,000
D Loss of Hearing in one ear	€7,500
E Loss of Hearing in both ears	€50,000
F Permanent Disability	€125,000
G Temporary Disability	per week (payable to you) €500
H Medical dental and optical expenses not recoverable from any other source	up to a maximum of €10,000

If any clothing or personal belongings of **you** or an **employee** are **damaged** as a result of malicious attack by anyone attempting to steal **money** or contents, **we** will pay the amount of such loss or damage.



SECTION C: BUSINESS INTERRUPTION

MEANING OF WORDS

INCOME

The money paid or payable to **you** in the course of your **business** at the **premises** of the **playgroup and childcare facility**.

INDEMNITY PERIOD

The period beginning with the occurrence of the **damage**, and ending not later than 12 months after, during which the results of the **business** shall be affected in consequence of the **damage**.

NOTIFIABLE DISEASE

Illness sustained by any person resulting from:

- food or drink poisoning.
- any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS)), an outbreak of which the competent local authority has stipulated must be notified to them.

WHAT IS INSURED

Cover

We will pay for the loss of **income** occurring during the indemnity period, resulting from **damage** caused by any of the insured events 1-12 of section B Contents under this section to any of the following:

- the contents or glass insured under this section.
- the **buildings** of the **premises** shown in the Schedule. Provided that: at the time of the **damage** there shall be an insurance in force covering your interest in the
- property at the **premises** against **damage** and that payment shall have been made or liability admitted under that insurance.
- property in the vicinity of the **premises** which prevents or hinders the use of the **playgroup and childcare facility** or access to it.
- **We** will pay:
- the difference between the **income you** would have received during the indemnity period if there had been no **damage** and the **income** you actually received during that period.
- extra expenses that **you** necessarily and reasonably incur in order to minimise the interruption or interference with the **business** during the indemnity period. Provided that the expenses incurred are not more than the reduction in **income** which would otherwise have been incurred.
- professional accountants' charges reasonably incurred for producing details that **we** require for any claim for loss of **income**.

WHAT IS INSURED

We will take into account in calculating the payment:

- any savings during the **indemnity period** from **business** expenses payable out of **income** which stop or are reduced as a result of the **damage**.
- any **income** you earn from conducting the **business** elsewhere during the **indemnity period**.
The definition of **damage** includes:

1. (a) an outbreak of any **notifiable disease** occurring at the **premises** or which is attributable to food or drink supplied from the **premises**.
- (b) the discovery of vermin or pests at the **premises** which causes a competent local authority to restrict the use of the **premises**
- (c) closure of the **premises** by a competent local authority because of defects in the drains or other sanitary arrangements.
- (d) murder or suicide occurring at the **premises**.

Provided that the beginning of the **indemnity period** will be:

- (i) in the case of (a) and (d), when the incident happens or is discovered.
- (ii) in the case of (b) and (c), the date when the restrictions on the premises are applied for the period specified in the **indemnity period**.

2. **damage** at any suppliers' **premises** within the Republic of Ireland.
3. The accidental failure of the public supply of electricity, gas or water at the terminal point of the supply authorities feed to the premises. **We** will not pay for any loss arising from the deliberate act of the supply authority.

LIMITS

The most **we** will pay under this section is €80,000 or the amount stated in the policy schedule.

Pollution & Contamination Clause – Special condition applying to Section B except Nos.20 & 21, Employers & Public & Products Liability

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) where **damage** to the property insured is caused by:

- pollution or contamination which itself results from any of the insured events 1 – 6 under Section B: Trade Contents.
- any of the insured events 1 – 6 under Section B: Trade Contents which itself results from pollution or contamination.

SECTION D: LIABILITY

WHAT IS INSURED	WHAT IS NOT INSURED
<p>1. Tenant's Liability (this does not apply if you are the owner of the building(s)).</p> <p>Your legal liability as tenant for:</p> <ul style="list-style-type: none"> - damage to the building(s) or to landlord's fixtures and fittings directly caused by - any of the events in paragraphs 1-9 of Section B: Contents. - the cost of repairing accidental damage to underground pipes, drains and cables on the premises. <p>The most we will pay is 15% of the sum insured stated on the Schedule for contents under Section B: Contents.</p>	
<p>2. Employer's Liability</p> <p>Your legal liability for bodily injury sustained by any employee which arises out of and in the course of his/her employment by you in connection with your business.</p> <p>In addition, the cover provided is extended to include your legal liability for bodily injury sustained by any employee involved in the general maintenance and repair of the building(s) insured by this Policy.</p> <p>We will pay, subject to the limit of liability:</p> <ul style="list-style-type: none"> - all sums you become legally liable to pay for any claim for damages settled or defended with our consent and claimant's costs and expenses. - all costs and expenses you incur with our - consent in defending any claim for damages. - solicitors' fees you incur with our consent for: <ol style="list-style-type: none"> (a) representation at any Coroner's Inquest or Fatal Enquiry into any death. (b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event. <p>Provided that the bodily injury is caused:</p> <ul style="list-style-type: none"> - during the Period of Insurance. - within the Republic of Ireland. 	<p>Any Liability:</p> <ul style="list-style-type: none"> - arising out of manual work undertaken away from the premises of the playgroup and childcare facility other than collection or delivery by you or any of your employees. - which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act. - in respect of claims arising in connection with any work of building construction, reconstruction, structural alteration or demolition.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>Bodily Injury Bodily Injury shall mean:</p> <ul style="list-style-type: none"> - Bodily Injury, disease or illness. - Wrongful arrest, detention, imprisonment or eviction of any employee by you up to a maximum limit of Liability of €6,500 any one incident and €32,000 in the aggregate in any Period of Insurance. The limit of Liability shall be inclusive of all costs and expenses. 	
<p>Limit of Liability The most we will pay in respect of any one claim against you or by you or series of claims against you or by you arising out of one cause is €13,000,000.</p> <p>The amount shall be inclusive of:</p> <ul style="list-style-type: none"> - all legal costs and other expenses incurred by any claimant or claimants. - all legal costs and other expenses incurred in defending any claim or claims. <p>Where we agree to indemnify more than one party then nothing in this Policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.</p>	
<p>Discharge of Liability We may discharge our liability to you in respect of any claim by paying to you or on your behalf the maximum amount payable in respect of any one claim against you or by you or series of claims against you or by you arising out of one cause.</p> <p>If we opt to discharge our liability in this way and have made previous payments in respect of the claim against you or by you or series of claims against you or by you arising out of one cause we will pay the balance of the maximum amount to you or on your behalf.</p>	

EXTENSIONS TO THE EMPLOYER'S LIABILITY COVER

WHAT IS INSURED	WHAT IS NOT INSURED
<p>(i) Indemnity to other people If the following people have a claim made against them for which you would be insured by the Employer's Liability cover we will pay any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> - any director or employee. - any officer, member or employee of your social, sports or welfare organisations or first aid, fire or ambulance services. <p>Provided that:</p> <ul style="list-style-type: none"> - you request us to do so. - such people keep to the terms, conditions and limitations of the Policy. 	

WHAT IS INSURED	WHAT IS NOT INSURED
<p>(ii) Indemnity to Principal</p> <p>If the following people have a claim made against them for which you would be insured by the Employer's Liability cover we will pay any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> - Any person, company, firm, local or statutory authority whose premises are occupied or used by you in connection with the business. <p>Provided that:</p> <ul style="list-style-type: none"> - you request us to do so. - such people keep to the terms, conditions and limitations of the Policy. 	
<p>(iii) Non-manual work abroad</p> <p>This insurance applies anywhere in the world where your employees are on temporary visits on your business for the purpose of non-manual work.</p> <p>Provided that they are normally resident in the Republic of Ireland.</p>	
<p>(iv) Private Work</p> <p>Private work carried out by any employee for you or any of your directors.</p>	
<p>(v) Medical Expenses</p> <p>At your request we will on compassionate grounds meet any reasonable expenses incurred by an employee resulting from an accident in connection with a school related activity provided that our liability shall not exceed:</p> <ul style="list-style-type: none"> (a) any one employee €1,000. (b) in any one Period of Insurance €10,000. <p>You shall not disclose the existence of this Extension without our consent.</p>	
<p>All the extensions to the Employer's Liability Cover are subject to the following:</p> <ul style="list-style-type: none"> - We shall not be liable under these extensions unless we have the sole conduct and control of all claims. - These extensions shall not apply to any liability which is insured under any other Policy. - These extensions are subject to the terms, limitations and conditions of the Policy. 	



WHAT IS INSURED

3. Public and Products Liability

(i) Your legal liability for:

- accidental death or accidental bodily injury to any person
- accidental **damage** to material property
- accidental obstruction, accidental trespass, accidental interference with pedestrian, road, rail, air or waterborne traffic

occurring during the Period of Insurance within the Republic of Ireland in connection with the **business** at the **premises** of the **playgroup and childcare facility** or arising out of defects in any goods or commodities sold, supplied, repaired or serviced in connection with the **business**.

(ii) Administration of Medication

We will indemnify **you** in respect of legal liability as defined in (i) above out of or in connection with the:

- supply and/or administration by qualified nursing staff of drugs injections or medicines as prescribed by a qualified medical practitioner.
- supply and/or administration by a responsible adult of drugs or medicines as prescribed by a qualified medical practitioner
- supply and/or administration of drugs or medicines which are available without prescription.
- taking of blood samples by qualified nursing staff as prescribed by a qualified medical practitioner.

WHAT IS NOT INSURED

Any Liability:

- for accidental death or accidental bodily injury, sustained by any **employee** or director in the course of his/her employment by **you** in connection with your **business**.
- arising from professional advice given by you for a fee or in circumstances where a fee would normally be charged.
- arising out of treatment or the dispensing of medicines or drugs except with respect to (ii) Administration of Medication, paragraphs (a) to (d).
- arising from abuse be it of a sexual nature or otherwise.
- arising in connection with the ownership possession or use of dangerous dogs as specified in the regulations made under the Control of Dogs Acts 1986 or any subsequent amending legislation where such ownership possession or use is not in accordance with the provision of such regulations.
- which arises from ownership of the **premises**.
- for the cost of repairing, replacing, reinstating, rectifying, recalling or guaranteeing the performance of any goods sold, supplied, repaired or serviced in connection with the **business**.
- for **damage** to property which belongs to **you** or is held in trust by **you** or borrowed, rented, leased or hired for use by **you** this shall not apply to:
 - personal property (including vehicles and contents) of your visitors, directors or employees.
 - building(s)** or their contents temporarily occupied by **you** for the purpose of carrying out work.
 - premises rented, hired, leased or lent to **you** unless the liability attaches solely because of a contract or agreement.
- for **damage** to that part of any **property** upon which **you** or your servant or agent has been working, where the **damage** is a direct result of such work.
- for liquidated **damages** or fines or penalties which attach solely because of a contract or agreement.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>3. Public and Products Liability Continued</p>	<ul style="list-style-type: none"> - arising from the ownership, possession or use by you or on your behalf of any mechanically propelled vehicle or mobile plant or trailer whether attached or not attached to a vehicle: <ul style="list-style-type: none"> (i) which is licensed for road use. (ii) for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act. (iii) which is more specifically insured this shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured. - arising from any contract or agreement, which imposes a liability that you would not otherwise have been under. - for claims brought against you in courts outside the Republic of Ireland. - for compensation ordered or awarded by a Court of Criminal Jurisdiction. - arising from any commodities or goods hired out. - arising out of manual work undertaken away from the premises of the playgroup and childcare facility other than collection or delivery by you or any of your employees. - arising from the ownership, possession or use by you or on your behalf of: <ul style="list-style-type: none"> (i) craft designed to travel through air or space. (ii) hovercraft or watercraft. - arising from lifts, hoists, escalators, boilers or other similar hazardous equipment which are subject to statutory inspection unless an inspection contract with a qualified engineer (which fully complies with statutory inspection legislation) is in force at the time of any incident giving rise to a claim. - in respect of claims arising in connection with any work of building construction, reconstruction, structural alteration or demolition.
<p>Bodily Injury Bodily Injury shall mean:</p> <ul style="list-style-type: none"> - bodily injury, disease or illness. - wrongful arrest, detention, imprisonment or eviction of any person other than any employee by you up to a maximum limit of Liability of €6,500 any one incident and €32,000 in the aggregate in any Period of Insurance. The limit of Liability shall be inclusive of all costs and expenses. 	

WHAT IS INSURED	WHAT IS NOT INSURED
<p>Discharge of Liability</p> <p>We may discharge our liability to you in respect of any claim by paying to you or on your behalf the maximum amount payable in respect of any one accident or series of accidents occurring in connection with any one event. If we opt to discharge our liability in this way and have made previous payments in respect of the accident or series of accidents occurring in connection with any one event we will pay the balance of the maximum amount to you or on your behalf. We will also pay legal costs incurred prior to the date of such payment.</p> <p>Limit of Liability</p> <p>The most we will pay, unless otherwise stated, for all claims made for any one accident or series of accidents occurring in connection with any one event is €13,000,000. We will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with our consent.</p>	

Pollution and Contamination Clause – Special condition applying to Public and Products Liability.

Liability arising from Pollution or Contamination is not insured unless caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The most **we** will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the Period of Insurance is €2,600,000. Provided that the most **we** will pay will not increase and **we** will not pay more than the limit stated under No. 21 of section B – Public Liability.

For the purpose of this condition “Pollution or Contamination” shall mean:

- all pollution or contamination of **building(s)** or other structures or of water or land or the atmosphere; and
- all **damage** or bodily injury directly or indirectly caused by such Pollution or Contamination.

Extension Applicable to Property Owner’s Liability and Employer’s Liability Public and Products Liability within the Policy.

EXTENSIONS TO THE PUBLIC LIABILITY COVER

WHAT IS INSURED	WHAT IS NOT INSURED
<p>(i) Cross Liabilities</p> <p>Where this Policy is in the joint names of more than one party we will deal with any claim as though a separate Policy had been issued to each of them.</p>	
<p>(ii) Personal Liability during visits abroad The personal liability of:</p> <ul style="list-style-type: none"> - you. - any employee or director. - the family of any employee or director while accompanying such a person during temporary visits anywhere in the world in connection with your business. Provided that any person listed above shall keep to the terms, limitations and conditions of this Policy as they apply to the Public Liability cover. 	<p>Any liability:</p> <ul style="list-style-type: none"> - arising from any contract or agreement, which imposes a liability that you would not otherwise have been under. - arising from the ownership or occupation of any land or building(s). - arising from the carrying on of any trade or profession.

WHAT IS INSURED	WHAT IS NOT INSURED
	<ul style="list-style-type: none"> - arising from the ownership, possession or use of: <ul style="list-style-type: none"> (i) firearms other than sporting guns. (ii) mechanically propelled vehicles. (iii) craft designed to travel through air or space. (iv) hovercraft or watercraft. (v) animals of dangerous species. - arising from damage to property owned or held in trust by: <ul style="list-style-type: none"> (vi) you. (vii) any employee or director. (viii) the family of any employee or director while accompanying such people during temporary visits anywhere in the world in connection with your business. - for accidental death or accidental bodily injury, sustained by: <ul style="list-style-type: none"> (i) you. (ii) any employee or director. (iii) the family of any employee or director while accompanying such people during temporary visits anywhere in the world in connection with your business.
<p>(iii) Indemnity to other people</p> <p>If the following people have a claim made against them for which you would be insured by the Public Liability cover, we will pay for any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> - any director or employee. - any officer, member or employee of your social, sports or welfare organisations or first aid, fire or ambulance services provided that: - you request us to do so. - such people shall keep to the terms, conditions and limitations of this Policy. 	
<p>(iv) Indemnity to Principal</p> <p>If the following people have a claim made against them for which you would be insured by the Public Liability cover we will pay any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> - Any person, company, firm, local or statutory authority whose premises are occupied or used by you in connection with the Business. <p>Provided that:</p> <ul style="list-style-type: none"> - you request us to do so. - such people keep to the terms, conditions and limitations of the Policy. 	

WHAT IS INSURED	WHAT IS NOT INSURED
<p>(v) Private Work Private work carried out by any employee for you or any of your directors.</p>	
<p>(vi) Non-manual work abroad This insurance applies anywhere in the world where your directors, employees or partners are on temporary visits on your business for the purpose of non-manual work, provided that they are normally resident in the Republic of Ireland.</p>	
<p>All the extensions to the Public Liability cover are subject to the following:</p> <ul style="list-style-type: none"> - We shall not be liable unless we have the sole conduct and control of all claims. - The most we will pay will not increase and we will not pay more than stated. - These extensions shall not apply to any liability which is insured under any other Policy. - These extensions are subject to the terms, limitations and conditions of the Policy. 	

SAFETY, HEALTH AND WELFARE AT WORK LEGISLATION

This section of the Policy is subject to its terms and limitations and extends to indemnify **you** or any director or **employee** of **you** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with our consent to act for or on behalf of **you** or any director or **employee** in his defence against a criminal charge for a breach or an alleged breach of the Safety Health and Welfare at Work Act Legislation committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against such director or **employee** or **you** arising from such proceedings provided always that:

1. This extension shall apply only to proceedings brought in a Court of Law in Ireland.
2. **We** will be under no liability:
 - (a) where **you** or any director or **employee** is insured by any other Policy.
 - (b) where the criminal charge is in respect of any deliberate or intentional criminal act of **you** or any director or **employee**.
 - (c) in respect of legal fees and expenses which **you** or any director or **employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or **employee**.
 - (d) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices.
 - (e) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined.
3. **You** or any director or **employee** shall give to **us** immediate notice of any summons or other process served upon **you** or any director or **employee** and of any event that may give rise to proceedings against **you** or any director or **employee**.
Your attention is drawn to the General/Claims Conditions and General Exclusions detailed within this Policy.

4 . EMPLOYMENT PRACTICES LIABILITY

MEANING OF WORDS

Certain words in this Section have special meanings. These meanings are given below or defined at the beginning of the appropriate Section. To help **you** identify these words in the Policy we have printed them in bold throughout.

1. **LOSS**
 - (a) Damages awarded against **you**.
 - (b) Costs and expenses incurred with **our** written consent for defending any claim for damages which may be the subject of indemnity under this policy.
2. **WRONGFUL EMPLOYMENT PRACTICE**
 - (a) unfair dismissal or wrongful dismissal of an **employee**

- (b) discrimination (including victimisation) in the employment field against any **employee** or any applicant for employment by **you** on the grounds of gender, marital status, family status, sexual orientation, religion, age, physical and/or mental disability, race, colour, nationality, ethnic or national origins or membership of the traveller community.
- (c) refusal to employ a qualified applicant.
- (d) failure to offer or afford the same terms of employment working conditions or treatment.
- (e) employment related harassment including sexual harassment bullying of any kind coercion or intimidating offensive or hostile working environment.

3. RETROACTIVE DATE

the date on which **you** first effected Indemnity to Management cover with **us**.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>We will indemnify you in respect of legal liability for loss arising from any claim or claims made against you by reason of any Wrongful Employment Practice in connection with a playgroup or childcare related activity</p> <p>Provided that:</p> <ul style="list-style-type: none"> (a) this Sub Section will only provide indemnity in respect of claims: <ul style="list-style-type: none"> (i) first made against you during the Period of Insurance, and (ii) reported to us during the Period of Insurance in accordance with Claims Condition 1, and (iii) resulting from any Wrongful Employment Practice committed during the Period of Insurance or prior to the Period of Insurance but subsequent to the Retroactive Date. (b) our total aggregate liability in respect of all loss arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated below. (c) all claims which are the subject of or attributable to the same Wrongful Employment Practice or to a series of Wrongful Employment Practices shall be treated as a single claim and shall be deemed to have been committed on the date such first Wrongful Employment Practice occurred. (d) all claims arising from a Wrongful Employment Practice or a series of Wrongful Employment Practices consequent or attributable to one source or original source shall be deemed to be one claim and be considered first made during the Period of Insurance in which the earliest such claim was first made and the Limit of Indemnity in effect at that time shall prevail. 	<ol style="list-style-type: none"> 1. Indemnity to you in respect of your liability arising out of any act omission conduct or contact described in 1.(a) & (b) above committed by any person after: <ul style="list-style-type: none"> (a) any intentional dishonest, fraudulent, criminal or malicious act or omission. (b) any actual or attempted conduct or contact of a sexual nature, including but not limited to conduct or contact involving sexual gratification, discrimination, coercion, harassment or pressure of any kind. 2. Indemnity to you in respect of your liability arising out of any act omission conduct or contact described in 1.(a) & (b) above committed by any person after: <ul style="list-style-type: none"> (a) you had actual knowledge that, or had reasonable grounds for believing that, such person had been involved in any such act, omission, conduct or contact. (b) failure by you to fully investigate and/or act upon any allegation that such person had been involved in any such act omission conduct or contact. 3. Any claim arising from any deliberate or intentional breach of the terms of any contract of employment. 4. Liability in connection with any claim alleging <ul style="list-style-type: none"> (a) unfair or wrongful dismissal or suspension of any employee; (b) unfair or wrongful change in the terms of employment or job specification of any employee; except where such dismissal, suspension or change occurs after you have sought and followed: <ul style="list-style-type: none"> (i) current and established procedures. (ii) the advice of a solicitor well-versed in the law and regulations relating to such actions.

WHAT IS INSURED

- (e) any claim arising as a consequence of any **Wrongful Employment Practice** which has been notified to **us** in compliance with Claims Condition 1 shall be deemed to have been first made on the date on which the conduct or circumstance was so notified to **us**.
- (f) regardless of the number of succeeding policies of a like nature issued by **us**, the liability shall not be cumulative in amounts from one Period of Insurance to another Period of Insurance.
- (g) **we** will not be liable for any claim or claims arising from any **Wrongful Employment Practice** of which you had actual knowledge prior to the inception of this Policy or for any claim or claims notified to a previous insurer or which should have been notified under the terms and conditions of a Policy issued by a previous insurer.

Limit of Indemnity – €2,500,000 any one Period of Insurance.

WHAT IS NOT INSURED

- 5. Liability to make remuneration payments including pay in lieu of notice and/or redundancy payments which **you** are legally obliged to pay under the terms of any contract of employment.
- 6. Any claim arising out of any **Wrongful Employment Practice** which occurred or is alleged to have occurred prior to the **Retroactive Date**.
- 7. Any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.
- 8. Liability for any claim where cover is more specifically provided (or would have been provided but for the application of a proviso Condition or Exclusion thereunder) under Section B Contents, Paragraphs 17,18, and 19; Section C
 - (i) Professional Indemnity, Section C
 - (ii) Trustees Directors and Officers Liability or under your DAS Legal Expenses Policy.
- 9. Liability assumed by **you** under any contract or agreement (other than a contract of employment with **you**) which would not otherwise have attached.
- 10. Liability arising from Bodily Injury or **loss** of or damage to material property.
- 11. Liability arising from costs of complying with physical modifications to playgroup or childcare property or to a playgroup or childcare related activity to reasonably accommodate any **Employee** or any applicant for employment as required by law.
- 12. Liability arising from lock-out strike picket line or other similar actions resulting from labour disputes or labour negotiations.
- 13. The first €2,500 of each and every claim.
- 14. Fines, penalties, punitive or exemplary damages.
- 15. Any claim directly or indirectly caused by arising from in consequence of or in any way involving asbestos But this Exclusion shall not apply to Bodily Injury or **loss** of or **damage** to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or **loss** of or **damage** to material property.

See also General Claims Conditions, and General Exclusions.

5. PERSONAL ACCIDENT

MEANING OF WORDS

ACCIDENTAL BODILY INJURY

Bodily injury resulting solely and directly from violent external and visible means and which shall directly and independently of any other cause result within 12 (twelve) calendar months in death loss of limb or eye disability or loss of mental faculty.

ASSURED

You and any of your business partners, directors or **employees** aged over 16 and under 70 years who are employed and normally resident in the Republic of Ireland.

LOSS OF LIMB

means total loss by physical severance at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg

LOSS OF SIGHT OR HEARING

means total and irrecoverable loss of sight in one or both eyes or hearing in one or both ears

PERMANENT DISABILITY

means the permanent inability to attend to any occupation or profession

TEMPORARY DISABILITY

means the temporary inability to attend to usual occupation or profession or where there is no gainful employment confinement to house or hospital by a qualified medical practitioner

USUAL OCCUPATION

The occupation of the assured as stated in your records at the date of the injury.

Other words with special meanings in this section are defined on page 2.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>1: Accidental bodily injury: by violent, external and visible means (including exposure which results from an accident to an aircraft, vehicle or vessel in which the assured is travelling) sustained by the assured during the Period of Insurance.</p> <p>1: Disappearance of the assured which after:</p> <ul style="list-style-type: none">(i) a reasonable time has passed.(ii) suitable evidence has been produced satisfies us that death of the assured as a sole and direct result of accidental bodily injury as defined above may reasonably be presumed. <p>Provided that you agree in writing to refund us the benefit paid if such death is subsequently found not to have happened.</p>	<p>Death, injury, loss or disablement caused:</p> <ul style="list-style-type: none">- prolonged or complicated by any pre-existing physical weakness, defect or disease or by any previously sustained injury.- by the assured motor-cycling, hunting, mountaineering, racing other than on foot, playing football, ice hockey or polo, skiing, tobogganing, parachuting hang-gliding, bungee-jumping, pot-holing or using power-driven woodworking machinery.- by the assured flying except as a passenger in a properly certificated or licensed power driven aircraft constructed to carry passengers.- by the assured being:<ul style="list-style-type: none">(i) insane(ii) under the influence of drink or drugs(iii) committing suicide or any act of intentional self injury(iv) being or having been pregnant(v) taking part in civil commotion or riot of any kind.

TABLE OF BENEFITS

If **accidental bodily injury** is the only and direct cause of:

	BENEFIT PER UNIT
1. Death	€125,000
2. Loss of sight in one eye or loss of one limb	€75,000
3. Loss of sight in both eyes or loss of both limbs	€125,000
4. Loss of hearing in one ear	€7,500
5. Loss of hearing in both ears	€50,000
6. Permanent Disability	€125,000
7. Temporary Disability	per week (payable to the School) €500
8. Medical dental and optical expenses not recoverable from any other source up to a maximum of €10,000. Provided that: Benefits shall not be payable under this Section in the event of any claim being made under Section B Contents – Sub Section Money of this Policy.	

LIMITS AND SETTLING CLAIMS

- **We** will pay the sum or sums according to the number of units of benefit as shown in the Schedule provided that death or disablement occurs within twelve months of the date of injury.
- Under Benefit 7 above **we** will not pay the benefit for more than 104 weeks.
- If we are satisfied that disability under Benefit 7 is permanent, Benefit 6 shall become payable when Benefit 7 is exhausted. Except for this, **we** will not pay more than one benefit for the same accident.
- **We** will not pay for more than one benefit for the same period of time. No benefit shall be paid until its entire amount has been agreed except that under benefit 7 **we** will on request make interim payments before the end of the period of disability at not less than four-weekly intervals.
- **We** will not pay more than €325,000 in respect of all **assured** travelling in any one aircraft.

SPECIAL CONDITIONS

1. No benefits shall be paid for any period earlier than seven days before we receive notice in writing of a claim.
2. **You** must supply all certificates, supporting evidence and information within such time that **we** may reasonably require at your own expense. In the event of non-fatal injury **we** shall be entitled to request examinations by a medical referee appointed by **us** and in the event of death **we** shall be entitled to have a post-mortem examination.
Your attention is drawn to the General/Claims Conditions and General Exclusions as detailed in the Policy.

6. TRUSTEES, DIRECTORS AND OFFICERS LIABILITY

MEANING OF WORDS

Certain words in this Section have special meanings. These meanings are given below or defined at the beginning of the appropriate Section. To help **you** identify these words in the Policy **we** have printed them in bold throughout.

1. LOSS

(a) **Damages** awarded against **you**.

(b) Costs and expenses incurred with **our** written consent for defending any claim for **damages** which may be the subject of **indemnity** under this policy.

2. WRONGFUL ACT

Any actual or alleged breach of duty arising from any negligent act error or omission on the part of any trustee, director or officer which arises solely by reason of the conduct of their duties as a trustee, director or officer of the **playgroup and childcare facility**.

3. RETROACTIVE DATE

The date on which **you** first effected cover with **us**.

WHAT IS INSURED

We will indemnify **you** in respect of legal liability for **loss** arising from any claim or claims made against you by reason of any **Wrongful Act** by you in connection with a **playgroup or childcare** related activity.

Provided that:

- (a) this Sub Section will only provide **indemnity** in respect of claims:
 - (i) first made against **you** during the Period of Insurance and
 - (ii) reported to the **us** during the Period of Insurance in accordance Claims Condition 1 and
 - (iii) resulting from a **Wrongful Act** committed during the Period of Insurance or prior to the Period of Insurance but subsequent to the **Retroactive Date**.
- (b) **our** total aggregate liability in respect of all **loss** arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated below.
- (c) all claims which are the subject of or attributable to the same **Wrongful Act** or to a series of **Wrongful Acts** (which expression shall include multiple **Wrongful Acts** committed against the same person) shall be treated as a single claim and shall be deemed to have been committed on the date such first **Wrongful Act** occurred.
- (d) all claims arising from a **Wrongful Act** or a series of **Wrongful Act** consequent or attributable to one source or original source shall be deemed to be one claim and be considered first made during the Period of Insurance in which the earliest such claim was first made and the Limit of Indemnity in effect at that time shall prevail.
- (e) any claim arising as a consequence of any **Wrongful Act** which has been notified to us in compliance with Claims Condition 1 shall be deemed to have been first made on the date on which the conduct or circumstance was so notified to **us**.
- (f) regardless of the number of succeeding policies of a like nature issued by **us**, our liability shall not be cumulative in amounts from one Period of Insurance to another Period of Insurance.

WHAT IS NOT INSURED

1. **Indemnity** to any person committing participating in condoning instigating or knowingly allowing:
 - (a) any intentional dishonest, fraudulent, criminal or malicious act or omission.
 - (b) any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual Gratification, discrimination, coercion, harassment or pressure of any kind.
2. **Indemnity** to **you** in respect of your liability arising out of any act, omission, conduct or contact described in 1. (a) & (b) above, committed by any person after.
 - (a) **you** had actual knowledge that or had reasonable grounds for believing that such person had been involved in any such act, omission, conduct or contact.
 - (b) failure by **you** to fully investigate and/or act upon any allegation that such person had been involved in any such act, omission, conduct or contact.
3. Any claim arising out of a **Wrongful Act** committed prior to the **Retroactive Date**.
4. Liability arising directly or indirectly out of or in connection with:
 - (a) any claim where cover is more specifically provided (or would have been provided but for the application of a proviso Condition or Exclusion thereunder) under Tenant's Liability, Employers Liability, Public and Products Liability, Professional Indemnity, Employment Practices Liability sections of your policy or under your Legal Expenses Policy.
 - (b) any medical advice or treatment (other than first aid medical treatment) trials involving drugs or testing of human samples.
 - (c) any liability assumed by **you** under any contract or agreement which would not otherwise have attached.
 - (d) advice design or specification which to your knowledge will be incorporated in any mechanically propelled vehicle, aircraft, aerial or aerospace device or satellite.

WHAT IS INSURED

- (g) **we** will not be liable for any claim or claims arising from any **Wrongful Act** of which **you** had actual knowledge prior to the inception of this Policy or for any claim or claims notified to a previous insurer or which should have been notified under the terms and conditions of a Policy issued by a previous insurer.

Limit of Indemnity – €2,500,000 any one Period of Insurance.

WHAT IS NOT INSURED

- (e) the ownership possession or use by or on your behalf of any aircraft watercraft vessel or mechanically propelled vehicle.
- (f) Pollution or contamination unless caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that all pollution or contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place.

5. Any claim arising from or related to any infringement of patent copyright, trade mark, or design rights not committed in good faith.
6. Any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.
7. Any claim arising from a breach of secrecy and/or confidentiality agreements relating to intellectual property.
8. Any claim arising from any breach of any obligation owed by **you** as employer to any **employee**.
9. The first €2,500 of each and every claim.
10. Fines penalties punitive or exemplary damages.
11. Any claim directly or indirectly caused by arising from in consequence of or in any way involving asbestos.

But this Exclusion shall not apply to Bodily Injury or **loss** of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or **loss** of or damage to material property
See also General/Claims Conditions, and General Exclusions.

1. SPECIAL WAIVER CLAUSE

We agree not to exercise the right to avoid this Sub Section where it is alleged that there has been non-disclosure or misrepresentation by **you** at inception or at any subsequent renewal.

Provided that:

- (a) **you** shall establish to **our** satisfaction that such alleged non-disclosure or misrepresentation was innocent and free of any fraudulent or dishonest intent or motive.
- (b) where such non-disclosure or misrepresentation prejudices the handling or settlement of any claim the amount payable (including costs and expenses) shall be reduced to such sum as would have been payable in the absence of such prejudice.

2. SENIOR COUNSEL CLAUSE

You shall give all such assistance as **we** may require but shall not be required to contest any legal proceedings unless a senior counsel to be mutually agreed upon between **us** and **you** shall advise that such proceedings could be contested with the probability of success.

7. PROFESSIONAL INDEMNITY

MEANING OF WORDS

Certain words in this Section have special meanings. These meanings are given below or defined at the beginning of the appropriate Section. To help you identify these words in the Policy we have printed them in bold throughout.

1. **LOSS**

- (a) Damages awarded against you.
- (b) Costs and expenses incurred with our written consent for defending any claim for damages which may be the subject of indemnity under this policy.

2. **WRONGFUL ACT**

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.
- (d) infringement of copyright patent trademark or design rights committed in good faith.

3. **RETROACTIVE DATE**

The date on which you first effected Indemnity to Management cover with us.



WHAT IS INSURED

We will indemnify you in respect of legal liability for loss arising from any claim or claims made against **you** by reason of any **Wrongful Act** by you in connection with a **playgroup or childcare** related activity.

Provided that:

- (a) this Sub Section will only provide **indemnity** in respect of claims:
 - (i) first made against **you** during the Period of Insurance, and
 - (ii) reported to the **us** during the Period of Insurance in accordance Claims Condition 1.
 - (iii) resulting from a **Wrongful Act** committed during the Period of Insurance or prior to the Period of Insurance but subsequent to the **Retroactive Date**.
- (b) **our** total aggregate liability under this section in respect of all loss arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated below.
- (c) all claims which are the subject of or attributable to the same **Wrongful Act** or to a series of **Wrongful Acts** (which expression shall include multiple **Wrongful Acts** committed against the same person) shall be treated as a single claim and shall be deemed to have been committed on the date such first **Wrongful Act** occurred.
- (d) all claims arising from a **Wrongful Act** or a series of **Wrongful Acts** consequent or attributable to one source or original source shall be deemed to be one claim and be considered first made during the Period of Insurance in which the earliest such claim was first made and the Limit of Indemnity in effect at that time shall prevail.
- (e) any claim arising as a consequence of any **Wrongful Act** which has been notified to **us** in compliance with Claims Condition 1 shall be deemed to have been first made on the date on which the conduct or circumstance was so notified to **us**.

WHAT IS NOT INSURED

1. **Indemnity** to any person committing participating in condoning instigating or knowingly allowing:
 - (a) any intentional dishonest, fraudulent, criminal or malicious act or omission.
 - (b) any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification, discrimination, coercion, harassment or pressure of any kind.
2. Indemnity to **you** in respect of your liability arising out of any act, omission, conduct or contact described in 1. (a) & (b) above, committed by any person after:
 - (a) **you** had actual knowledge that or had reasonable grounds for believing that such person had been involved in any such act, omission, conduct or contact.
 - (b) failure by **you** to fully investigate and/or act upon any allegation that such person had been involved in any such act, omission, conduct or contact.
3. Any claim arising out of a **Wrongful Act** committed prior to the **Retroactive Date**.
4. Liability arising directly or indirectly out of or in connection with:
 - (a) any claim where cover is more specifically provided (or would have been provided but for the application of a proviso Condition or Exclusion thereunder) under Tenant's Liability, Employers Liability, Public and Products Liability, Professional Indemnity, Employment Practices Liability sections of your policy or under your Legal Expenses Policy.
 - (b) any medical advice or treatment (other than first aid medical treatment) trials involving drugs or testing of human samples.
 - (c) any liability assumed by **you** under any contract or agreement which would not otherwise have attached.
 - (d) advice design or specification which to your knowledge will be incorporated in any mechanically propelled vehicle, aircraft, aerial or aerospace device or satellite.

WHAT IS INSURED

- (f) regardless of the number of succeeding policies of a like nature issued by us, **our** liability shall not be cumulative in amounts from one Period of Insurance to another Period of Insurance.
- (g) **we** will not be liable for any claim or claims arising from any **Wrongful Act** of which the Insured had actual knowledge prior to the inception of this Policy or for any claim or claims notified to a previous insurer or which should have been notified under the terms and conditions of a Policy issued by a previous insurer.

Limit of Indemnity – €6,500,000 any one Period of Insurance.

WHAT IS NOT INSURED

- (e) the ownership possession or use by or on behalf of **you** of any aircraft watercraft vessel or mechanically propelled vehicle.
- (f) Pollution or contamination unless caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance.

Provided that all pollution or contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place.

5. Any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.
6. Any liability arising from any actual or alleged breach of duty arising from any negligent act error or omission on the part of any trustee, director or officer which arises solely by reason of the conduct of their duties as a trustee, director or officer of the **playgroup and childcare facility**.
7. Any claim arising from or related to any infringement of patent copyright trade mark or design rights not committed in good faith.
8. Any claim arising from a breach of secrecy and/or confidentiality agreements.
9. Any claim arising from any breach of any obligation owed by **you** as employer to any **employee**.
10. Any claim alleging wrongful suspension or expulsion of or refusal to enrol any student except where such suspension expulsion or refusal to enrol occurs after **you** have sought and followed established procedures and the advice of a solicitor well versed in the law and regulations relating to such actions.

11. The first €2,500 of each and every claim.
12. Fines penalties punitive or exemplary damages.
13. Any claim directly or indirectly caused by arising from in consequence of or in any way involving asbestos.
But this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property.
See also General Claims Conditions, and General Exclusions.

SUB SECTION – CONDITIONS

1. SPECIAL WAIVER CLAUSE

We agree not to exercise the right to avoid this Sub Section where it is alleged that there has been non-disclosure or misrepresentation by **you** at inception or at any subsequent renewal.

Provided that:

- (a) **you** shall establish to our satisfaction that such alleged non-disclosure or misrepresentation was innocent and free of any fraudulent or dishonest intent or motive.
- (b) where such non-disclosure or misrepresentation prejudices the handling or settlement of any claim the amount payable (including costs and expenses) shall be reduced to such sum as would have been payable in the absence of such prejudice.

2. SENIOR COUNSEL CLAUSE

You shall give all such assistance as **we** may require but shall not be required to contest any legal proceedings unless a senior counsel to be mutually agreed upon between **us** and **you** shall advise that such proceedings could be contested with the probability of success.



SECTION E: FIDELITY GUARANTEE

WHAT IS INSURED

We will indemnify **you** for loss of or **damage** to any **money** or property belonging to **you** or for which **you** are responsible, resulting from any dishonest or fraudulent act or omission on the part of any principal **employee** or agent of **yours** occurring during the Period of Insurance in connection with a **playgroup or childcare** related activity.

Provided that:

- (a) on discovery of any dishonest or fraudulent act or omission (whether it is intended to make a claim or not) **you** shall immediately give written notice to **us** of the extent of the loss as then known together with the name and last known address of the responsible party.
- (b) **you** shall take all measures to prevent further loss and all reasonable steps to recover the amount of any such loss and **our** liability shall be limited to the **excess** of the amount so recovered.
- (c) any monies or assets held by **you** which but for the dishonest or fraudulent act or omission would have been due from **you** shall be deducted from any amount payable hereunder. Any subsequent recovery shall be shared in the proportion that the amount of the loss borne by **us** and **you** bears to the amount of the loss.
- (d) **our** total aggregate liability in respect of loss arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated below.
- (e) **you** shall ensure that all **playgroup and childcare facility** books of account are audited at least annually by a suitably qualified person or persons
- (f) immediately following the discovery of any dishonest or fraudulent act or omission cover shall cease for all further dishonest or fraudulent acts or omissions by such person or persons.

Limit of Indemnity – €100,000 any one Period

WHAT IS NOT INSURED

1. The first €2,500 of each and every loss.
2. Any loss or damage occurring prior to the attachment of cover under this Sub Section.
See also General Claims Conditions, and General Exclusions.

SECTION F: ALL RISKS

WHAT IS INSURED	WHAT IS NOT INSURED
<p>Damage to the property shown in the Schedule from any cause occurring at the premises</p>	<p>Mechanical or electrical breakdown.</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> - wear and tear or gradual deterioration, moth or vermin or climatic conditions. - cracking, scratching or breakage of records, glass or other brittle material. - any process of cleaning, alteration, maintenance or repair. - the use of bent, or false coins.
<p>Settlement of Claims</p> <p>We will pay the full cost of repair or reinstatement of the property insured to a condition equal to but not better than its condition when new provided that the cost is incurred.</p>	
<p>Average</p> <p>The sum insured under this section is subject to average.</p>	
<p>Inflation Protection</p> <p>To protect you from the effects of inflation we will automatically increase the sum insured each year. We will work out the renewal premium on the revised sum insured.</p>	

Your attention is drawn to the General Claims Conditions and General Exclusions as detailed in the Policy.



GENERAL CONDITIONS

1. CANCELLATION

We have the right to cancel this Policy or any section, or part of it, by giving 14 days notice in writing by registered letter to your last known address.

2. CURRENCY

It is understood and agreed that the currency of all premiums, sums insured, **indemnities** and excesses shown in the Schedule of this Policy or any Renewal Notice or Endorsement relating to them shall be deemed to be Euro.

3. FIRE EXTINGUISHING APPLIANCES

You must maintain Fire Extinguishing Appliances on the premises of the **playgroup and childcare** facility in efficient working order.

4. INSTALMENT PREMIUM CLAUSE

Where **you** have agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the Policy cover.

5. INSURANCE ACT 1936

All monies which become or may become due and payable by us under this Policy shall in accordance with Section 93 of the Insurance Act 1936, be paid and payable in the Republic of Ireland in Euros.

6. INTERPRETATION

Where the wording of any endorsement attached to the Schedule or subsequently issued by **us**, conflicts with the printed wording of the Policy document the wording of the endorsement overrides the Policy document.

7. MISREPRESENTATION

This Policy at the option of the Insurer shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular. **You** must tell us of any change of circumstances after the start of the insurances which increases the risk of injury or **damage**. **You** will not be insured under the Policy until **we** have agreed in writing to accept the altered risk.

8. OTHER INSURANCES

If at the time of the claim there is any other Policy covering the same property or occurrences insured by this Policy, **we** will be liable only for **our** proportionate share. If any other such Policy has a provision preventing it from contributing in like manner **our** share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.

9. PRECAUTIONS BY THE BEARS INSURED

You will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of **employees**.

10. STAMP DUTY

Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990, as amended.

11. SUBROGATION

We are entitled to:

- take the benefit of **your** rights against another person before or after **we** have paid a claim.
- take over the defence or settlement of a claim against **you** by another person.

12. SURVEY REQUIREMENTS

You must implement any requirements and recommendations made following a survey of the premises within the time specified by **us** or our representative.

13. WARRANTIES

If the Policy is subject to a warranty any breach of that warranty shall be a bar to any claim. Any breach which occurred before the Period of Insurance during which the claim occurred will not be regarded as a bar to a claim occurring in that Period of Insurance.

CLAIMS CONDITIONS

1. LIABILITY CLAIMS

Action by **You**

On the happening of any occurrence which could give rise to a claim or on receiving verbal or written notice of any claim **you** shall:

- (a) Give immediate notice in writing to **us**.
- (b) Forward to **us** immediately on receipt any letter, claim, writ, summons or process received in connection with the occurrence.
- (c) Give all necessary information and assistance to **us** to enable us to deal with, settle or resist any claim as **we** may think fit. Such information and assistance shall be given without any delay.
- (d) So far as reasonably practicable ensure, except insofar as is required for safety reasons, that no alteration or repair is made to any machinery, appliance, plant, way or fitting after an accident has occurred until we have had an opportunity of carrying out an inspection.
- (e) **You** shall not:
 - take any steps to compromise or settle any claim or admit liability without specific instructions in writing from **us**.
 - give any information or assistance to any person claiming against **you** without the consent of **us**.
- (f) **We** shall, for so long as we desire, take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which we may be liable under the Policy.

2. NON-LIABILITY CLAIMS

Action by **You**

- A (a) In the event of damage **you** shall:
 - notify **us** immediately
 - notify the Gardaí immediately if it becomes evident that any **damage** has been caused
 - carry out and permit to be taken any action which may be reasonably practicable to prevent further **damage**
 - deliver to **us** at your expense
 - full information in writing of the property lost destroyed or damaged and of the amount of **damage**
 - details of any other insurances on any property insured by this Policywithin 30 days after such **damage** (7 days in the case of damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as we may allow.
 - all such proofs and information relating to the claim as may reasonably be required.
 - if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- (b) No claim under this Policy shall be payable unless the terms of this condition have been complied with.
- B (a) In the event of any **damage** in consequence of which may give rise to a claim is or may be made under the Business Interruption Section of this Policy **you** shall:
 - notify **us** immediately.
 - deliver to **us** at your expense within 7 days of its happening full details of damage caused by stealing or attempted stealing, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.
 - with due diligence carry out and permit to be taken any action which may reasonably be practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss.
- (b) If the terms of this condition have not been complied with:
 - no claim under this Policy shall be payable
 - and any payment on account of the claim already made shall be repaid to **us** immediately.

3. **ARBITRATION**

If any dispute shall arise under this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator reached a decision. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

4. **DEATH OF THE INSURED**

If you die we will insure your legal personal representative for any liability **you** had previously incurred under the Policy provided that they keep to the terms of the Policy.

5. **FRAUDULENT CLAIMS**

If **you** or anyone acting for **you** makes a claim under this Policy knowing the claim to be false, **we** will not pay the claim and all cover under the Policy stops.

6. **RIGHT TO SETTLE**

We shall have the right to settle a claim by:

- the payment of money.
- reinstatement or replacement of the property lost or **damaged**.
- repair of the property lost or damaged.

If **we** decide upon reinstatement, replacement or repair **we** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** shall not spend on any one item, more than its sum insured.

7. **SALVAGE**

We have the right to the salvage of any insured property. In addition **we** have the right to enter the **building(s)** where the **damage** has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.



GENERAL EXCLUSIONS

This Policy does not cover the following:

1. COMMUNICABLE DISEASE

Liability resulting directly or indirectly from the transmission of any communicable disease or virus by you.

2. CYBER RISK CLARIFICATION

The following clarification applies to all Sections of the Policy other than the Employers Liability Section. This Policy does not apply to liability, loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

(a) the loss or alteration of or **damage** to

or

(b) a reduction in the functionality availability or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

3. DATE RECOGNITION

Loss, **damage**, consequential loss or legal liability of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing, storing, retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether your property or not, and whether occurring before, during or after the year 2000, to do all or any of the following:

(a) to correctly recognise any date as its true calendar date

(b) to capture save or retain, and/or to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

(c) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date

but in respect of all insurances other than Public Liability and Products Liability this shall not exclude subsequent loss, damage or consequential loss (not otherwise excluded) which itself results from a defined peril otherwise covered by this Policy.

Note: This exclusion does not apply to – Employers Liability Cover of the Policy.

4. ELECTRICAL PLANT

Damage to any electrical plant or appliance caused by its own:

- over-running
- short-circuiting
- excessive pressure
- self-heating

This exclusion shall not apply where fire spreads to cause **damage** to other plant or appliances or other property insured.

5. FAULTY OR DEFECTIVE DESIGN

Damage or consequential loss caused by faulty or defective design, materials or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear. This shall not apply to subsequent **damage** resulting from another cause which happens afterwards and is not otherwise excluded.

6. LIQUIDATION

This Policy shall be voided if the business is wound up or carried on by a liquidator, receiver, examiner or permanently discontinued.

7. NORTHERN IRELAND

Damage to any property in Northern Ireland or loss resulting from such **damage** arising from:

- riot or civil, labour or political disturbances
- any unlawful, wanton or malicious act committed maliciously by a person or people acting on behalf of or in connection with any unlawful association or political organisation.

For the purpose of this exclusion “unlawful association” means any organisation which is engaged in terrorism and includes an organisation which is a proscribed organisation as defined in the Northern Ireland (Emergency Provisions) Act 1973. Terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear. If **we** refuse to deal with a claim as a result of this exception and **you** dispute our decision, **you** must prove that the exclusion should not apply.

8. RADIOACTIVE/AIRCRAFT

Any expense, Consequential Loss, Legal Liability or **damage** to any property directly or indirectly arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, riot, civil commotion, insurrection or military or usurped power.
- (d) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

9. UNOCCUPIED

Damage or loss of income when the **building(s)** are empty or not in use.

10. WAR AND TERRORISM

This Policy excludes loss, **damage**, cost or expense or liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing currently or in any other sequence to the loss:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
- (b) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or the threat thereof, of any persons or groups(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to A and/or B. If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **you**.



COMPLAINTS PROCEDURE

At **Specialist Underwriting Services** we believe in building long-term relationships by providing quality products combined with a high standard of claims service. If you have cause for complaint, either in relation to **your** Policy or any aspect regarding the standard of our service, please follow the steps outlined below.

- If **you** have arranged your Policy with SUS through a Broker, you should firstly direct your complaint to the Broker with whom **you** arranged your Policy.

If the complaint is not resolved to your satisfaction, **you** should write to:

- The Chief Executive Officer, **Specialist Underwriting Services Ltd.**, Melrose House, Dundrum Road, Dublin 14. Tel: 012988899. E-mail: info@sus.ie

If your complaint is still not handled to your satisfaction, **you** should write to:

- Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo-Call: 1890 88 20 90. E-mail: enquiries@financialombudsman.ie
- Insurance Ireland Insurance Information Service, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914 E-mail: lis@insuranceireland.eu, Website: www.insuranceireland.eu

Your right to take legal action is not affected by following any of the above procedures.

DATA PROTECTION

Specialist Underwriting Services Ltd. Recognise that protecting personal information including sensitive personal information is very important and we recognise that **you** have an interest in how **we** collect, use and share such information.

Please read the following carefully as it contains important information relating to the information that **you** give **us** or has been provided to **us** on your behalf. If **you** provide the information relating to anyone other than yourself, **you** are responsible for obtaining their consent to the use of their data in the manner outlined below.

What does Specialist Underwriting Services Ltd. do with your personal data?

Information **you** provide will be used by **Specialist Underwriting Services Ltd.** for the purpose of processing your application and administering your insurance Policy, **Specialist Underwriting Services Ltd.** may need to collect sensitive data relating to **you** (such as medical or health records or convictions) in order to process your application and/or any claim made.

All information supplied by **you** will be treated in confidence by **Specialist Underwriting Services Ltd.** and will not be disclosed to any third parties except (a) to **our** agents, sub-contractors and reinsurers (b) to third parties involved in the assessment, administration or investigation of a claim (c) where your consent has been received or (d) where permitted by law. In order to provide **you** with products and services this information will be held in the data systems of **Specialist Underwriting Services Ltd.** or our agents or subcontractors.

Specialist Underwriting Services Ltd. may pass your information to other companies for processing on its behalf. **Specialist Underwriting Services Ltd.** will ensure that its transfer of data is lawful and that your information is kept securely and only used for the purpose for which it was provided.

Calls to Specialist Underwriting Services may be recorded for quality assurance or verification purposes.

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud and the non-disclosure of relevant information **Specialist Underwriting Services Ltd.** may at any time:

- Share information about **you** with companies or organisations outside **Specialist Underwriting Services Ltd.** including where applicable private investigators and public bodies including An Garda Siochana;
- Check and/or file your details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

Specialist Underwriting Services Ltd. may also search these agencies and databases to:

Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;

Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your account or insurance policies;

Check your identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;

Insurance Link Database

Information about claims (whether by **our** customers or third parties) made under policies that **we** provided is collected by **us** when a claim is made and is placed on an insurance industry database of claims known as Insurance Link. This information may be shared with other insurance companies, self-Insurers or statutory authorities.

Insurance companies share claims data;

- (a) to ensure that more than one claim cannot be made for the same personal injury or property **Damage**
- (b) to check that claims information matches what was provided when insurance cover was taken out
- (c) and, when required, to act as a basis for investigating claims when **our** recorded information is incorrect or when **we** suspect that insurance fraud is being attempted.

The purpose of Insurance Link is to help **us** identify incorrect information and fraudulent claims and, therefore, to protect customers.

Guidelines for sharing your information with other insurance companies, self-insuring organisations or statutory authorities are contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available at www.dataprotection.ie

Under Data Protection Acts 1988 and 2003 **you** have a right to know what information about **you** and your previous claims is held on Insurance Link. If **you** wish to exercise the right, then please contact **us** at the address below.

How to contact us

On payment of a small fee **you** are entitled to receive a copy of the information **we** hold about **you** and to seek rectification of any inaccurate data. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to The Data Protection Officer, **Specialist Underwriting Services Ltd**, Melrose House, Dundrum Road, Dundrum, Dublin 14.

Consent

By providing **us** with your information you consent to all of your information being used, processed, disclosed and retained as set.



CUSTOMER INFORMATION

LAW APPLICABLE TO THIS CONTRACT

The Insurer with which your contract is concluded is Ironshore (Europe) DAC which is established in Ireland. Under the relevant European and Irish Legal Provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. This contract is governed by Irish Law.

ARSON PREVENTION

Each year Insurance Companies pay out in excess of €13,000,000 in claims for fires started deliberately.

Deliberate fire may be associated with vandalism or burglary and can result in:

- Premises being extensively damaged or destroyed.
- People being seriously injured or even killed.
- Businesses bankrupted.

Building(s) can be the subject of deliberate attack by fire both externally and internally. This can be eliminated or reduced by putting into practice certain preventive measures, a number of which are listed hereunder.

- Strengthen doors, window locks, perimeter walls, fencing and gates. Where necessary install intruder and/or smoke alarms.
- Accompany visitors on and off your premises if possible, or at least monitor their movements. Check anyone **you** don't recognise.
- Keep all combustible materials under lock and key, if possible – at least remove from open yards.
- Timber pallets should be stored in the open in areas well away from **building(s)** or perimeter fences.
- Hazardous goods such as inflammable liquids should be removed and locked up separately at the end of each day.

Gas cylinders should be locked away in a secure and well ventilated compound.

- Petrol or diesel pumps should be immobilised.
- Draw up a plan to deal with the threat of bombs/incendiary attacks.
- Be vigilant for suspicious objects and notify Gardaí if anything is found.

The above measures if implemented where appropriate, should help protect your **building(s)** from deliberate fire.

STORM PREVENTION

To minimise damage from storms, **we** suggest the following:

- Roofs have a limited life span and are subject to wear and tear and deterioration over time. Check the roof covering at regular intervals and replace where there are signs of deterioration. Remember, your Independent Playgroup and Childcare Policy does not cover the maintenance costs involved in repairing or replacing the roof. The Policy specifically excludes damage caused by wear and tear and gradual deterioration.
- Ensure your tiles and guttering are secure.
- Check that the gutters and drains are not blocked.
- If a storm is forecast, make sure all gates are bolted. Put any garden furniture, lawnmowers or plant pots in a garden shed and lock it.

WATER DAMAGE

There are various weather hazards which **you** cannot avoid, but against which you can protect the premises of your playgroup and childcare facility.

- Lag pipes and water tanks wherever possible.
- Leave the underside of tanks free to ensure rising warmth can reach them.
- Replace washers on dripping taps.

BURGLARY PREVENTION

Unfortunately, theft has become part of everyday life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered **building(s)**. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system.

- All external doors should be fitted with five-lever mortise deadlocks and the keys should be removed from the lock.
- All patio doors should be fitted with key-operated patio door locks. The keys should be removable. A stop should be fitted in the top of the door frame to prevent the doors from being lifted out of their frame.
- All ground floor windows and other accessible windows, fanlights and roof lights should be fitted with key-operated security locks or stops with removable keys or key-operated security bolts with removable keys.

LIABILITY CLAIMS

Accident register –

Maintain an accident register to record details of all incidents/claims.



Ironshore (Europe) DAC is regulated by The Central Bank of Ireland



SPECIALIST UNDERWRITING SERVICES

The SafeScheme™ products are exclusively arranged and owned by:

Specialist Underwriting Services Ltd
Melrose House
Dundrum Road
Dublin 14

Tel: 01 298 8899

Fax: 01 298 0361

Email: info@sus.ie

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