

summary of cover

EDUCATION INSURANCE



Version 3

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This is a summary of the cover provided by the Ecclesiastical Insurance Office plc Education Insurance policy

The policy offers you insurance for

- Property damage –
For fire, storm etc. Subsidence and terrorism are options. There is a Property damage plus option available for insuring special items in and away from your premises
- Your loss of income and/or additional costs following an interruption caused by a buildings or contents claim
- Liabilities –
Employers' liability, Public and products liability
- Legal expenses
- Money
- Personal accident –
for staff
- Professional indemnity –
For any wrongful act occurring or committed in good faith by you or your governors and officers

Our Education Insurance product allows you to choose the cover you need.

A copy of the policy will be sent to you after you have taken out the insurance but can be requested beforehand from your advisor or us. When you take out cover we will issue you with a schedule. This document details the cover you have chosen.

The standard duration of this contract is 12 months from the start date on your policy schedule.

In addition

- Where you have selected Property damage you will automatically receive Equipment breakdown cover; helping you to get an extensive range of equipment up-and-running again

Property damage

Under this section you can insure your contents and/or buildings, personal possessions, groundsmen's equipment and boats.

How will my claim be settled?

For buildings, the basis of settlement will be the cost of repair or replacement as new.

For contents, the basis of settlement will be replacement as new.

Features and benefits

Sums insured

You select the sums to be insured for the above items.

The sum insured must be calculated in accordance with the basis of settlement.

To help you ensure the adequacy of your buildings sum insured, subject to eligibility, we can provide, at no additional cost, advice regarding the sums to be insured for insurance purposes, using our team of specially trained surveyors and our many years of experience in this field.

Inflation protection

'Day One' – inflation protection for when it may take a number of years to re-build or replace your property following a major loss. You provide a 'Declared Value' (the cost of rebuilding or replacing the property now) and choose the uplift you require for inflation eg 15%, 25%.

'Index-linking' – unless you advise otherwise we automatically index-link sums insured and estimates.

Excess

That is, the first amount of each claim for which you are responsible.

Note: you can ask about increasing the excess in exchange for premium discount.

Significant exclusions and limitations

Once selected, the sums insured will be the most we will pay.

If we have valued your building and you have accepted our valuation then in the event of underinsurance your claim will not be reduced. Otherwise, in the event of underinsurance the amount we pay for any claim will be reduced in proportion to the degree of underinsurance.

We will agree the excess with you when you arrange cover. It will be confirmed on the policy schedule.

Features and benefits

What events are insured?

The policy covers a range of insured events such as fire, malicious damage, storm, escape of water and accidental damage.

Subsidence and terrorism are options that may be included.

Theft of contents cover includes walk-in theft – there doesn't have to be a forced entry.

Significant exclusions and limitations

- excluding malicious damage, escape of water, glass breakage or theft in buildings which have been vacant for 60 days or more (a building is not 'vacant' during normal vacations)
 - pages 7, 20, 21 and 22 of the policy

You must tell us straight away about any buildings which become unoccupied or undergo a change in use. We will notify you of the cover we will provide and any additional precautions that are required.

– page 10 of the policy

- excluding subsidence to artificial playing surfaces, swimming pools, paved areas and the like unless the problem also affects a building insured by the policy
 - page 22 of the policy

- excluding theft where your employees or representatives are involved
 - page 33 of the policy

Special features

The following are automatically included with Property damage, unless we tell you otherwise.

Features and benefits

Property away from the premises

Contents and personal possessions cover includes whilst anywhere in the world in connection with organised educational trips, at the homes of employees or at exhibitions.

Similar cover is available for items removed on a more permanent basis eg loaned to students, under the 'Property damage plus' section of the policy.

Significant exclusions and limitations

- excluding theft from motor vehicles unless they are locked, the property is stored out of sight and there are visible signs of forcible entry
 - pages 27 and 35 of the policy

Features and benefits

Property in the open at the premises

Contents cover includes lighting and security equipment, other equipment, garden decorations and ornaments in the grounds.

Plus signage outside but in the vicinity of the premises.

Groundsmen's equipment is covered without limit.

Extensions and renovations

You must tell us about these as they are a 'material fact', which may change our view of the risk to be insured. In most cases we can continue to offer cover but we may ask for additional precautions to be put into place.

You don't need to tell us about general repairs or redecorating that does not involve the use of scaffolding.

Minor building works extension

For some formal building contracts such as the JCT Minor Building Contract, upon your notification we can activate this policy extension.

It provides you with the cover you need to comply with your insurance obligations as 'the employer' under the building contract and includes your obligation to insure the new works in the joint names of yourself and the contractor. Existing premises insured with us are also held covered in the joint names for the period of the contract.

Temporary storage and accommodation

Costs of temporary storage of contents following insured damage.

Costs of temporary accommodation for you and your staff (and their family) who live at the premises following insured damage.

Significant exclusions and limitations

Limit

£15,000 (applies to other equipment, garden decorations and ornaments only)

Limit

£5,000 (signage)

- your policy could be invalidated if you fail to tell us about major renovations or building works – page 10 of the policy

Limit

£100,000 for the new works and site materials

The policy sums insured will apply in respect of the existing buildings and contents.

Limit

10% of the buildings sum insured in any one period of insurance

Limit

20% of the sum insured on contents

If the above is not sufficient, allow for such expenses under your Business interruption sum insured.

Features and benefits

Public authorities

(including undamaged portions)

Covers the additional costs to comply with building or other regulations under law following a fire or other insured event under the Property damage section.

Damage to the buildings by theft

Following theft or attempted theft of contents or the fabric of the building

Significant exclusions and limitations

Limit

15% of the buildings sum insured

- excluding requirements in place before the damage occurred
 - page 25 of the policy

Limit

£5,000 any one period of insurance for repairs to insured buildings following theft of the fabric of the buildings including external metal

£5,000 any one period of insurance for damage to insured property due to entry of rain water following theft of the fabric of the building

£25,000 any one period of insurance for damage to the buildings following theft or attempted theft of insured contents

- excluding losses when scaffolding is erected at the premises unless we have agreed in writing to continue cover
 - page 27 of the policy

Plus

Free 24-hour helpline services provided by Solaglas and DAS Legal Expenses Insurance Company Limited (DAS) for all our Education insurance policyholders:

Emergency glass replacement

If you suffer glass breakage insured under your policy you can call upon the services of Solaglas whose operatives will effect a rapid repair.

Business assistance

In the event of an unforeseen emergency, which causes damage or potential danger to your property you can call upon DAS, who will contact a suitable repairer or contractor on your behalf.

Equipment breakdown

This section, which is automatically provided where you have selected Property damage gives you cover for a wide range of equipment in the event of breakdown. If you choose the business interruption cover under this policy your business losses following a breakdown of the equipment are included.

How will my claim be settled?

We will repair or replace equipment or pay you the cost of this.

Features and benefits

What is the equipment that is covered?

Any electrical or mechanical equipment unless excluded.

The covered equipment:

- Lifts, central heating and air conditioning systems
- Boilers are covered for breakdown and explosion
- Security and sound systems
- Photocopiers and office equipment
- Retail equipment such as bar code scanners and credit card payment systems

Computers

For computers the section provides cover for any breakdown not included under a maintenance agreement.

For computer equipment outside the premises, cover is for breakdown and resulting business loss.

The equipment must be in the custody or control of you, or of your employee, within the European Union

Significant exclusions and limitations

Limit

£5,000,000 in any one period of insurance

- excluding, in private dwellings, kitchen and food preparation equipment, laundry and cleaning equipment and audio-visual equipment
 - page 37 of the policy
- excluding anything manufactured by you for sale
 - page 37 of the policy
- excluding breakdown caused by computer viruses or hacking
 - page 40 of the policy
- excluding wear and tear, although resultant loss is not excluded
 - page 40 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Limit

£100,000 for all claims in any one period of insurance

- excluding computer viruses and hacking
 - page 40 of the policy

Special features

Features and benefits

Expediting expenses

'Expediting costs' to speed up repair or replacement, and in making temporary repairs.

Loss avoidance

Costs incurred in taking exceptional measures to prevent or reduce a loss.

Business interruption

Loss of income and other costs following the breakdown of equipment.

Increased cost of working

Costs incurred in maintaining computer operations following a computer breakdown.

Significant exclusions and limitations

Limit

£15,000 any one period of insurance

Limit

£5,000 any one period of insurance

Limit

£30,000 any one period of insurance
(or, if less, the general sum insured under the Business interruption section)

- excluding claims arising from the need to reconstruct or re-input data or programs
– page 40 of the policy

Limit

£25,000 any one period of insurance

Business interruption

This section provides you with cover for your loss of income or your extra expenses in running the business following an insured event such as fire.

How will my claim be settled?

We will pay you the amount of your loss, as insured by the section.

Features and benefits

Loss of revenue

Covers your trading losses which follow a damage claim under the Property damage section.

Cover is provided up to a period chosen by you – the 'maximum indemnity period'.

The cover includes reasonable additional expenditure which is not limited to the amount of revenue saved and may be used for resuming or maintaining normal business operations.

Loss of exhibition expenses

Expenses you incur after damage at an exhibition venue, or following damage to your equipment which you intend to use at an exhibition.

Specified disease, murder, rape or suicide, food poisoning, defective sanitation accidentally caused, vermin

The extension covers your loss of revenue following these events, if they happen at your premises. Cover applies if restrictions are placed on the premises by the competent local authority (apart from murder, rape or suicide).

The specified diseases that we cover are listed in the policy.

Prevention of access

To the premises as a result of damage – which would be covered by your policy – to neighbouring property. Or, following action of the government, police or local authority due to an emergency which could endanger human life or neighbouring property, lasting over four hours.

Significant exclusions and limitations

Limit

You select the sum insured which will be the most we will pay, and the maximum indemnity period you require

In the event of underinsurance a deduction will be made when settling claims. This means that the amount we pay for any claim will be reduced in proportion to the degree of underinsurance.

Limit

£10,000

Limit

£250,000 or 25% of the loss of revenue sum insured, whichever is the less (can be increased upon request)

- for this extension the maximum indemnity period is 12 months

Limit

The loss of revenue sum insured will apply

Features and benefits

Death of students

Covers loss of revenue as a result of the accidental death of two or more students.

Suspension costs

Covers your costs in hiring temporary employees to replace members of staff suspended due to an allegation of child abuse.

Significant exclusions and limitations

Limit

One eightieth of the net term's fees for each uncompleted day for up to 60 months

Limit

£2,500 any one period of insurance

Liabilities

This important section of the policy provides you with the cover you need by law for employers' liability, and for public and products liability.

How will my claim be settled?

When a claim is made against you, we will deal with the claim on your behalf and will pay defence costs and any damages awarded against you.

Features and benefits

Employers' liability

Covers the legal liability of the policyholder for accidents to or illness of employees sustained in the course of their employment.

As required by law we will supply a Certificate of Insurance which should be displayed in a prominent place and after expiry retained in compliance with the Employers' Liability (Compulsory Insurance) Regulations 1998.

Public and products liability

Covers the legal liability of the policyholder for accidental bodily injury to persons other than employees, or for damage to their property.

The standard policy does not include an abuse exclusion.

Significant exclusions and limitations

Limit

£10,000,000 any one claim including legal costs and expenses

Limit

You choose the limit of indemnity you require eg £2 million, £5 million

Features and benefits

Indemnity for teachers and other representatives

The policy indemnifies the educational establishment – and its employees, governors and students – against legal liability happening in connection with your business or activities, including educational trips at home and abroad.

Overseas personal liability

At your request, the policy will also indemnify your employees for personal liability ie not arising from your business, but whilst they are outside the UK on your behalf. Provided the liability is not insured elsewhere.

Libel and slander

Covers your liability, on a 'claims made' basis, for libel and slander made in good faith.

Significant exclusions and limitations

Limit

The indemnity limit for public and products liability will apply

- Excluding manual employees (such as carpenters, maintenance staff etc.) outside the European Union – page 56 of the policy

Please advise us of any trips that are not 'standard' eg that might involve the students in project work.

Limit

The indemnity limit for public and products liability will apply

Limit

£100,000 any one event

Legal expenses

This section provides cover for legal fees, compensation awards or appeal costs arising from a wide range of legal disputes that you may become involved in. For this cover DAS Legal Expenses Insurance Company Limited (DAS) handle claims on our behalf.

How will my claim be settled?

For claims under this section we will resolve an insured legal problem, either ourselves or through external lawyers and other experts that we will appoint.

Features and benefits

We will protect your legal position in the areas shown below.

In civil claims it must be more likely than not that the insured person will recover damages or make a successful defence of their claim.

Significant exclusions and limitations

Limit

You choose either £50,000 or £100,000 each claim for legal expenses

- excluding costs and expenses before DAS's written acceptance of a claim
 - page 68 of the policy
- excluding claims reported more than 180 days after the date you should have known about the incident
 - page 68 of the policy

Standard cover

Features and benefits

Employment disputes and compensation awards

Employment disputes

For defending your legal rights in a dispute with an employee arising from their dismissal or redundancy, or any other legal proceedings relating to their contract of employment.

Cover includes defence of your legal rights against a prospective employee claiming sex discrimination.

Significant exclusions and limitations

- excluding disputes in the first 90 days of this cover being provided
 - page 62 of the policy
- excluding, if the dispute arises within the first 180 days of cover being provided, any dispute with an employee who was subject to a warning within the 180 day period before cover started
 - page 62 of the policy
- excluding disputes arising under TUPE Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 and any amending legislation
 - page 63 of the policy

Features and benefits

Compensation awards

Where we agree to defend your legal rights under the employment disputes cover, we will also pay any compensation award made at Tribunal should you lose the case.

Service occupancy

We will pursue your legal rights against an employee or ex-employee to recover possession of premises, which are owned by you or for which you are responsible.

Legal defence

Defence of criminal prosecutions brought by the Police, the Health & Safety Executive and/or Local Authority Health & Safety Enforcement Officer. Also gives cover for civil actions in specified circumstances.

Includes disputes over the exclusion of students and hearings under the Schools Standards Framework Act 1998.

Cover also extends to appeals under SENDIST (tribunals in respect of special needs education).

Property protection

We will pursue your legal rights following damage to your property including problems such as nuisance and trespass.

Bodily injury

We will pursue your, your employees and volunteers legal rights following accidental death or physical injury.

Significant exclusions and limitations

Limit

For compensation awards £1,000,000 for all claims in any one period of insurance

- excluding claims where established disciplinary procedures were not followed
 - page 63 of the policy

- excluding motoring or parking offences
 - page 65 of the policy

- excluding damage to motor vehicles
 - page 67 of the policy

- excluding damage to motor vehicles
 - page 67 of the policy

Features and benefits

Tax and VAT

We will represent your rights throughout an enquiry by HM Revenue & Customs and represent your rights in appeals against VAT assessments.

Contract disputes

We will pursue your legal rights in a dispute arising from an agreement for the sale, hire or purchase of goods and services.

Statutory licence protection

We will represent you in appealing to the relevant authority following loss of your licence or British Standard Certificate of Registration.

Significant exclusions and limitations

- excluding dishonesty or criminal offences – page 68 of the policy

Limit

For 'aspect' enquiries (as opposed to 'full' enquiries) £2,000

- excluding the first £200 of external costs – page 67 of the policy

- excluding disputes over breaches of professional duty – page 66 of the policy

- excluding original or renewal applications – page 65 of the policy

- excluding licence appeals relating to motor vehicles – page 65 of the policy

Optional cover

Features and benefits

Debt recovery

We will help to recover money and interest due from the sale or provision of goods or services.

Significant exclusions and limitations

- excluding debts that are older than 90 days – page 66 of the policy

Plus

Free 24-hour helpline services provided by DAS for all our Education insurance policyholders:

Legal advice

Provides free advice on any commercial legal problem relating to your organisation within the European Union, the Isle of Man, Channel Islands, Switzerland and Norway.

Tax advice

Provides advice on any tax matters affecting your organisation, under the laws of the United Kingdom.

Counselling

Available for your employees and their immediate family who live with them.

Employment manual and DAS businesslaw

Offering online employment and business law guidance.

Money

This section allows you to insure against physical loss of cash or cheques.

How will my claim be settled?

We will pay you the amount of your loss, as insured by the section.

Note: where mentioned 'business hours' means any time when anyone with responsibility for money is in attendance at the premises for the purpose of your organisation.

Features and benefits	Significant exclusions and limitations
Non-negotiable money such as crossed cheques, money orders and vouchers.	<i>Limit</i> £250,000
In transit, bank night safe or on the premises during business hours.	<i>Limit</i> You choose a limit adequate to cover your maximum requirements
While in a locked safe at the premises or other specified location.	<i>Limit</i> You choose a limit adequate to cover your maximum requirements
While on the premises (not in a locked safe) outside business hours.	<i>Limit</i> £500
For any other loss	<i>Limit</i> £500
Loss due to the dishonesty of employees	<i>Limit</i> Up to £2,000 per person, overall £5,000 in total for any one period of insurance

Optional extension

Features and benefits

Money assault extension

This is optional with the Money section covering you if you or your employees are attacked whilst carrying your money.

Significant exclusions and limitations

Limit

You choose the level of cover – the number of 'units' – required. One unit provides the benefits shown below. The most you can choose is ten units, this gives ten times the cover ie the death benefit is £25,000

Per unit of cover

Death	£2,500
Loss of limbs(s) or eyes(s)	£2,500
Permanent total disablement	£2,500
Temporary disablement from carrying out normal occupation	£25 per week
Medical expenses	15% of temporary disablement benefit

Irrespective of the number of units the following benefits are also provided

Dental expenses	£500 per person
Hospital in-patient	£20 a day (maximum £200)
Personal belongings	£500 per person

Personal accident

Have you considered the effect on your organisation should a key employee be unable to work due to accidental injury? This section pays set benefits to cover your expenses following such an event.

How will my claim be settled?

If we accept a claim you will receive the set benefit provided by the policy.

Features and benefits

You can insure yourself or your permanent employees against accidental injuries whilst working for the organisation. 24 hour cover may also be provided.

Significant exclusions and limitations

Limits

You are free to choose the amount of cover required

- excluding certain hazardous sports or activities – page 77 of the policy

Professional indemnity

Your legal liability following wrongful acts.

How will my claim be settled?

When a claim is made against you, we will deal with the claim on your behalf and will pay defence costs and any damages awarded against you.

Features and benefits

If you choose this section it covers the business and any governor, trustee, director or employee for

- your legal liability following any wrongful act occurring or committed in good faith.
- your legal liability following the dishonesty of any person mentioned above.

The policy is on a 'claims made' basis which means it covers claims notified during the period of insurance.

An extension to this cover is your legal liability as a result of business documents being lost or damaged.

Significant exclusions and limitations

Limit

You choose the limit of indemnity you require – £500,000 or £1,000,000 – including legal expenses and costs

- excluding claims arising from a breach of duty or act or omission committed before the cover start date (the 'Retroactive date' on the schedule) – page 81 of the policy
- excluding cover for persons condoning or committing dishonesty or fraud – page 78 of the policy
- excluding any claim brought in a court of law outside the European Union – page 80 of the policy

General information

Significant conditions

You may not be covered under this policy if you fail to tell us about any significant changes to the premises or your business.

You must tell us if the premises become unoccupied.

Cancelling the policy

Your right to cancel

You can cancel the policy providing you give Ecclesiastical notice in writing. As long as you have not made a claim you will receive a refund of the part of your premium which covers the cancelled period, provided this exceeds £15. If you have made a claim then the full annual premium is due.

This policy does not entitle you to a cooling off period.

Our right to cancel

We have the right to cancel the policy by giving you seven days notice in writing sent by recorded delivery to your last known address. If we cancel the policy we will refund the part of your premium which covers the cancelled period.

What if I need to make a claim?

For all claims other than legal expenses claims

If you need to report a claim you can call us on

0845 603 8381

24 hours a day 7 days a week

For legal expenses claims

You must give DAS details of any claim as soon as possible and within six months of the insured incident happening. You can write to:

Legal Claims Centre
DAS Legal Expenses Insurance Company Limited
DAS House,
Quay Side, Temple Back,
Bristol BS1 6NH.

Tel 0117 934 2000

What if I have a complaint?

The policy document contains full details of our complaints procedure should you have a complaint against Ecclesiastical Insurance Office plc.

The Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised* financial services provider goes bust.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

You can contact the FSCS helpline on 0800 678 1100 Or 0207 741 4100, write to the address below or visit the website – www.fscs.org.uk

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
1 Portsoken Street
London E1 8BN

*The FSCS can only pay compensation for customers of financial services firms authorised by the FSA. For further information visit www.ecclesiastical.com/fscs

Law applicable

It is our intention to apply the law of England and Wales to your insurance contract unless your business is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies, it will be English law.

Notes

Notes

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FSA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FSA's register by visiting the
FSA's website**

www.fsa.gov.uk/pages/register

**or by contacting the FSA on
0845 606 1234**

Charity
Care
Heritage
Education
Nurseries
Commercial bespoke
Property Owners
Flats
Motor fleet
Household

For further information on any of our products, please speak to your insurance broker.

Or visit us at

www.ecclesiastical.com



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