

Tidy Town

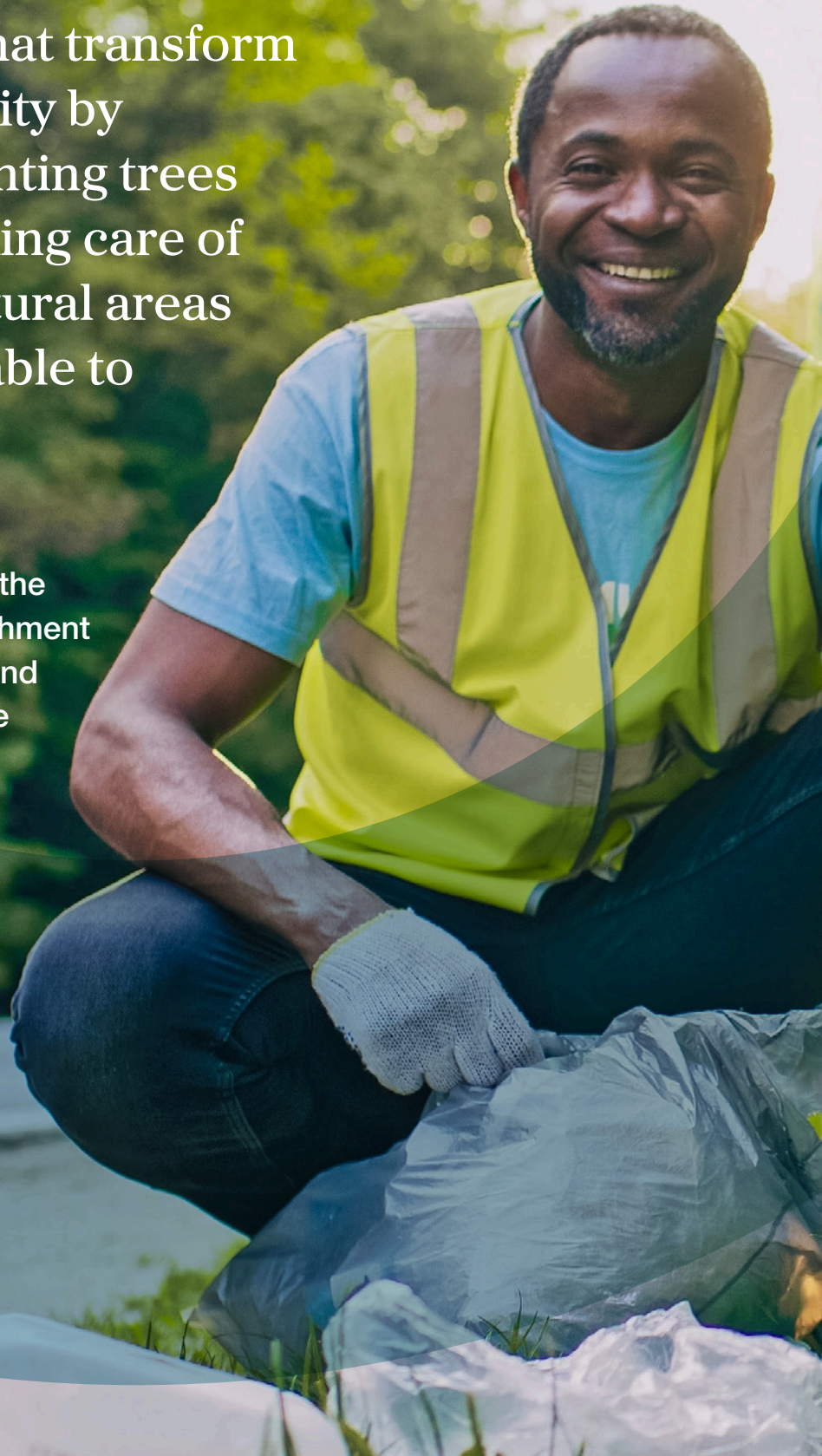
Insurance Information Pack

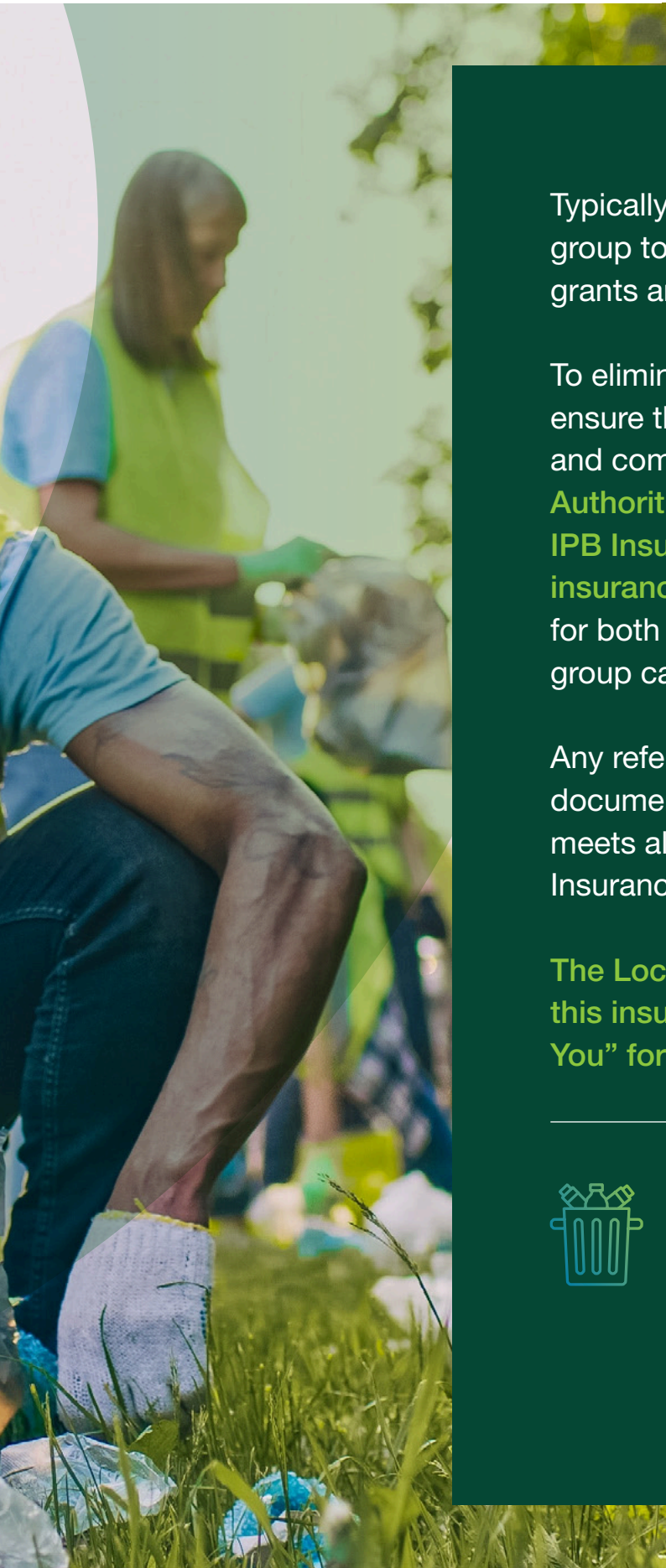
Supporting volunteer Tidy Town groups
to transform our local communities



Volunteer groups that transform their local community by collecting litter, planting trees and flowers and taking care of parks and other natural areas are incredibly valuable to their communities.

The Local Authorities support the Tidy Town groups in their catchment area by administering grants and supplying equipment to enable the groups carry out their activities.





Typically, the Local Authorities require each group to provide evidence of insurance before grants are awarded.

To eliminate this administrative burden and to ensure that Tidy Town groups have a consistent and comprehensive level of cover, the **Local Authorities have worked with their insurer, IPB Insurance, to purchase a comprehensive insurance policy that will provide insurance** for both the Local Authority and each volunteer group carrying out “Tidy Town” activities.

Any reference to Tidy Town throughout this document will mean a voluntary group that meets all the Eligibility Criteria detailed in this Insurance Information Pack.

The Local Authorities will pass the benefit of this insurance to the Tidy Town as a “Thank You” for the work they undertake.





About IPB

Established in 1926, IPB Insurance is Ireland's only indigenous mutual insurance company. A wholly Irish owned insurance company, IPB is one of the largest liability insurers in the country, providing a range of insurance products to public bodies, state and semi-state and related entities in Ireland. Rooted in community, IPB's

Members include all of Ireland's local authorities, ETB's and the HSE. Since 2012, IPB has operated a corporate social engagement fund supporting communities, sport, education, social enterprise and health and wellbeing initiatives across Ireland. Over that time IPB has committed €16 million to initiatives nationwide to help build a better Ireland.

Eligibility Criteria

Any voluntary group:



Whose primary activity and purpose is to improve and enhance the appearance and sustainability of the **public realm of a community**



Within the **catchment area** of the Local Authority



Provided such group is a **registered member** of the Public Participation Network (PPN Group)

You must meet all criteria for cover to automatically apply.

IPB will refer to these groups as “Tidy Town” irrespective of whether Tidy Town or Tidy District appear in your group name or not. Any reference to Tidy Town throughout this document will mean a voluntary group that meet all the Eligibility Criteria above.

Cover at a Glance

Item	Maximum Sum Insured/ Limit of Indemnity
Buildings owned by Tidy Town	€50,000
Contents owned by Tidy Town	€20,000
Money	€1,270
All Risks	€2,500
Employers Liability for Employees and Volunteers	€13,000,000
Public Liability	€6,500,000
Products Liability	€6,500,000
Professional Indemnity	€1,300,000
Sexual Abuse Extension	€1,300,000
Directors & Officers Liability	€500,000



Covered and Restricted Activities

Automatically covered

- ✓ Organising, planning and administration of committee
- ✓ All activities to improve and enhance the appearance and sustainability of the public realm of a community
- ✓ Promotion and delivery of cleanliness, litter awareness, sustainability and waste prevention initiatives including clean-up events, green space maintenance and beautification projects in the local community
- ✓ Education and promotion of local amenities and heritage
- ✓ Organising small promotional and fundraising events (max 1,000 attendees at any one time)



Excluded unless IPB Insurance provide prior written approval

- ✗ Activities primarily carried out on privately owned land or property other than fund raising or promotional events
- ✗ Activities carried out on water
- ✗ Events with over 1,000 attendees
- ✗ Inflatable bouncy castles, inflatable slides or inflatable obstacle courses unless hired from a bona fide contractor who have provided evidence of public liability insurance with a limit of €6.5m per occurrence
- ✗ Events on public roads unless officially closed
- ✗ Commercially operated attractions
- ✗ Ownership of play parks and playgrounds, skate parks, gyms and fitness centres
- ✗ Explosives, firearms, fireworks, pyrotechnical devices or bonfires
- ✗ Tree felling, lopping of branches and use of chainsaws
- ✗ Demolition of walls, buildings and structures
- ✗ Any process involving the application of heat (other than the preparation of food and drink), eg. welding
- ✗ Work carried out at heights greater than 5 metres or depth below 2 metres

This list relates to restricted activities and is not an exhaustive list of policy exclusions. For full details the policy can be viewed by contacting your Local Authority.

What am I Covered for?

This is a summary of the Tidy Town insurance policy issued to your Local Authority and does not form part of the contract. For full details the policy can be viewed by contacting your Local Authority.



Property Damage Up to €50,000

Loss of or damage to Tidy Town buildings up to €50,000, contents and stock up to €20,000, from a range of causes including fire, lightning, explosion, theft, malicious damage, storm, flood, escape of water, impact and accidental damage.



Money Up to €1,270

Protects against loss of Tidy Town money on your premises or in transit to a bank up to €1,270.



All Risks Up to €2,500

Protects you for loss of or damage to unspecified items of property belong to Tidy Town up to €2,500, irrespective of whether such property is on your premises or elsewhere.



Employers' Liability Up to €13,000,000

Covers all sums that a Tidy Town becomes legally liable to pay as damages in respect of bodily injury to employees, if any, and volunteers up to €13,000,000 for any one Occurrence.



Public Liability Up to €6,500,000

Covers all sums that a Tidy Town becomes legally liable to pay as damages in respect of bodily injury to any person (other than an employee or volunteer), damage to third party property, nuisance and/or trespass arising in the course of your activities as a Tidy Town up to €6,500,000 for any one Occurrence.



Products Liability Up to €6,500,000

Covers all sums that a Tidy Town becomes legally liable to pay as damages in respect of bodily injury to any person (other than an employee or volunteer) or damage to property caused by products you designed, manufactured, constructed, installed, altered, repaired, serviced, processed, treated, sold, leased, supplied, or distributed up to €6,500,000 for any one Occurrence and in any one period of insurance.



Professional Indemnity

Up to €1,300,000

Covers all sums that you become legally liable to pay as damages for an actual or alleged act, error or omission committed in good faith by you while carrying out your activities as a Tidy Town committee, all claimant costs and expenses for which you are legally liable and which may form the subject of a claim under this policy and all defence costs and expenses incurred by you, with our prior written consent, that may form the subject of a claim under this policy up to €1,300,000 for any one Occurrence and in any one period of insurance.



Sexual Abuse Extension

Up to €1,300,000

Covers all sums that you become legally liable to pay as damages for loss relating to claims arising out of or in connection with Sexual Abuse up to €1,300,000 for any one Occurrence and in any one Period of Insurance. Cover does not extend to indemnify any committee or individual who commits, participates in, condones, instigates or knowingly allows Sexual Abuse.



Directors & Officers

Up to €500,000

Protection against actual or alleged wrongful acts committed by any member of your Tidy Town committee in the course of their official duties up to €500,000 for any one Occurrence and in any one period of insurance.

What is not Covered?

Motor Insurance

This cover is available separately in the insurance market if required.

Theft by Employee

This cover is available separately in the insurance market if required.

Business Interruption

Tidy Town groups do not typically require this cover as a property loss is unlikely to impact your income. However, this cover is available separately in the insurance market if required if you believe that a property loss would impact your income.

Computer Insurance

Specific Computer Insurance is not operative in the policy however this cover is available separately in the insurance market if required.

Frequently Asked Questions

Incidents and claims – What to do if something happens?

We recommend you have an incident log in place to record all the circumstances of a potential claim when your event is happening. A senior or adequately experienced person should complete an incident log and if necessary, record statements from individuals involved, including first aider and any other third parties directly involved. Incidents which are likely to give rise to a claim or incidents for which you receive a solicitor's letter or other indication that someone is intending to hold the Tidy Town responsible should be reported to IPB as soon as reasonably possible.

If your property is damaged:

- Notify IPB Insurance immediately if you think the damage is covered by the policy.
- Take any reasonable emergency steps to avoid further loss. This may include, where necessary, contacting a reputable builder immediately to arrange emergency repairs or boarding-up or taking emergency remedial action.
- Ensure the property and its contents are secured at all times.

Contact IPB Claims by email: claims@ipb.ie or phone 01 639 5500.

What to do in the event of an accident:

- Do not accept responsibility or admit liability without consulting IPB Insurance.
- Call the Gardaí or emergency services if necessary.
- Record the name, contact details of anyone involved in the accident.
- Record the name and contact details of any witnesses.
- Take pictures if you have a camera or draw a sketch of the scene.

Contact IPB Claims by email: claims@ipb.ie or phone 01 639 5500.

Will our claim be paid to the Local Authority or directly to us?

For loss or damage to your property, payments will be made to directly to the Tidy Town, subject to the limits of coverage provided in the policy.

Can we view the policy wording?

The policy wording can be viewed by contacting your Local Authority.

How can we be certain that our group is covered under this insurance?

Contact IPB Underwriting by email: tidytown@ipb.ie or phone 01 639 5511.

Some of our committee members participate in a residents' association or other community groups. Can these also be included in cover?

No. This product is specifically designed for groups established with a primary activity and purpose to improve and enhance the appearance and sustainability of the public realm of a community. The primary activity and purpose of the other associations or groups is likely to differ, or the activities may be conducted on privately owned lands.

These associations or groups should seek specific insurance packages to adequately protect themselves. Members of a Tidy Town group who are also members of other groups are covered for their Tidy Town activity only.

Our Tidy Town has engaged suppliers or contractors; can we add these to this policy?

No. Your suppliers and contractors will need their own public liability policy.



I need to evidence my insurance to be able to use a third-party premises.

Your Local Authority can provide a standardised evidence of cover / a letter of indemnity. Should you require a specific indemnity please contact IPB Underwriting by email: tidytown@ipb.ie or phone 01 639 5511.

Cost of insurance cover

The Local Authority has paid the premium for this policy for the mutual benefit of both the Local Authority and Tidy Town.

Who can i contact to discuss this insurance?

IPB Underwriting by email: tidytown@ipb.ie or phone 01 639 5511

Can we extend this policy to include our fundraising event?

Automatic cover applies for organising small promotional and fundraising events in connection with Tidy Town Activities provided there is a maximum of 1,000 attendees at any one time.

Cover does not apply automatically for the above list of **restricted activities**. You can contact IPB Underwriting by email: tidytown@ipb.ie or phone 01 639 5511 or request approval.

Are there any specific conditions we must comply with?

If you are hosting an event with inflatable play equipment, please be aware of the following condition:



Bouncy Castle and Inflatables Condition

It is a condition to the Insurer's liability to indemnify the Tidy Town for liability arising out of or in connection with inflatable bouncy castles or other inflatable play equipment that such equipment is erected and dismantled by bona fide sub-contractors who have provided the Tidy Town with evidence of current Public Liability insurance which covers the activity, indemnifies the Tidy Town as principal and contains limit of indemnity of at least €6.5m per occurrence.

If you intend to erect a temporary stage or viewing platform a prior inspection of the stage or platform must be completed and approved by a qualified engineer.



Temporary Stages and Platforms

It is a condition to the Insurer's liability to indemnify the Tidy Town for liability arising out of or in connection with the erection or dismantling of temporary stages or viewing platforms that a prior inspection of any stage and/or viewing platform is completed by and approval is received from a qualified engineer.

Key Policy Exclusions

This is a summary of the Tidy Town insurance policy issued to your Local Authority and does not form part of the contract. For full details the policy can be viewed by contacting your Local Authority. The policy excludes legal liability, costs or expenses, loss or damage arising from:

General policy exclusions

- War, terrorism, radioactive contamination.
 - The inability of any computer system to recognise a date or loss arising from electronic risks as detailed in the policy.
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Property Damage

- Theft not including forcible and/or violent means of entry or exit.
 - Wear and tear, latent defect or gradual deterioration.
 - Freezing, escape of water or malicious damage to any building that is empty or not in use for more than 30 consecutive days.
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Money

- Shortage due to error or omission.
 - Loss due to the dishonesty of employees unless discovered within 14 days of the loss occurring.
 - Loss from an unattended vehicle.
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All Risks

- Theft of property in the open or where unattended.
 - Wear and tear, latent defect or gradual deterioration.
-

Employers', Public and Product Liability

- Asbestos.
- Fines, penalties, punitive or exemplary damages.
- Any action for damages brought in a court of law within a jurisdiction outside of the European Union.
- Activities carried out at airports (airside) or with offshore structures, both as defined in the policy.
- Activities where compulsory cover is required under the road traffic acts.

Public and Products Liability only

- Gradual pollution or contamination.
 - Professional services provided for a fee or where a fee would normally be charged.
 - Liability assumed solely by way of contract.
 - Deliberate acts by you or any of your directors/partners.
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Professional Indemnity

- Asbestos.
 - Bodily injury (other than emotional distress arising solely from defamation) or property damage.
 - Cyber liability such as hacking or the transmitting or receiving of any virus, program or code.
 - Any liability assumed solely by way of contract.
 - Fines, penalties, punitive or exemplary aggravated damages or awards.
 - Fraud, dishonesty or a criminal offence other than as specified in the policy document.
 - Failure by the Insured to comply with their statutory obligations under National Vetting Bureau legislation.
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Directors & Officers Liability

- Loss(es) prior to Directors & Officers Retroactive Date.
- Any Claims brought against an Insured Person by or on behalf any other Insured Person.
- Any fraudulent or dishonest act other than as specified in the policy document.
- Any Claim arising out of or in connection with the gaining of any financial advantage to which an Insured Person is not entitled, including the repayment of any wrongfully received monies.
- Any Claim made against the Insured Person prior to the inception of the coverage provided by this Extension.
- Any Claim, fact, circumstance or situation which could potentially give rise to a Claim which was or should have been known by any Insured Person prior to the inception of the coverage provided by this Extension.

Excess

Cover	Amount of excess
Property Damage	€100
Money	€100
All Risks	€100
Employers Liability	Nil
Public Liability	Nil
Products Liability	Nil
Professional Indemnity	Nil
Sexual Abuse Extension	Nil
Directors & Officers Liability	Nil

Key cover restrictions

- The cover is provided up to the sum insured, limits of liability or other limits are as stated in the policy documents.
- Cover restrictions apply where the building is unoccupied or dilapidated.
- You must pay the amount of any applicable excess.
- Where we agree to pay a claim under Property Damage, we reserve the right to make staged claim payments and withhold final payment until we receive the final invoice.
- Where the policy is extended to indemnify other parties (such as employees), the cover is subject to certain limitations.
- IPB will not be required to contest any legal proceedings unless a senior counsel advises that such proceedings have the probability of success (unless agreed otherwise by mutual agreement between you and us).
- For cover to be provided under the loss of documents extension, you must demonstrate you had sufficient and reasonable controls in place for the security and daily backup of electronic data
- Additional cover restrictions apply specifically to each section, if selected, and as stated in the policy.



IPB Insurance

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www.ipb.ie

IPB Insurance CLG, trading as IPB Insurance,
is regulated by the Central Bank of Ireland.

For business in the UK, IPB Insurance is authorised by the Central Bank of
Ireland and subject to limited regulation by the Financial Conduct Authority.