

Irish Foster Care Association – Legal Expenses Insurance Cover

INSURED INCIDENTS COVERED ON THE POLICY:

1 LEGAL DEFENCE

At the **policyholder's** request:

1 We will defend the **insured person's** legal rights prior to the issue of proceedings when dealing with the Gardai where it is alleged that the **insured person** has or may have committed a criminal offence in connection with the **insured person's** activities as a foster carer.

2 We will defend the **insured person's** legal rights if an event arising from the **insured person's** activities as a foster carer leads to:

(a) the **insured person** being prosecuted in a court of criminal jurisdiction; or

(b) civil action being taken against the **insured person** under the Employment Equality Act 1998, or the serving of an Information, Enforcement, Transfer, Prohibition or refusal or withdrawal of Registration Notice under the Data Protection Act 1988 or the Data Protection (Amendment) Act 2003.

3 We will defend an **insured person's** legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of their employer's employees.

4 We will defend an **insured person's** legal rights following an event which leads to the prosecution of the **insured person** for an offence connected with the use or driving of a motor vehicle.

5 We will defend an **insured person's** legal rights if an event results in a disciplinary case brought against the **insured person** by a regulatory authority or professional body.

What is not covered

1 Parking offences.

2 The driving of a motor vehicle by the **insured person** for which the **insured person** does not have valid motor insurance.

WHAT IS NOT COVERED BY THIS POLICY:

1 Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.

2 Any incident or matter arising prior to the inception of this policy.

3 Any **legal costs** incurred before the written acceptance of a claim by **us**.

4 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority.

5 Any insured incident deliberately or intentionally solicited by the **insured person**.

6 Any claim relating to written or verbal remarks which damage the **insured person's** reputation.

7 A dispute with **us** not otherwise dealt with under Condition 7.

8 An application for Judicial Review or any defence of Judicial Review proceedings.

9 Any legal action the **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.

10 Any claim caused by, contributed to by or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

11 Any claim directly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.