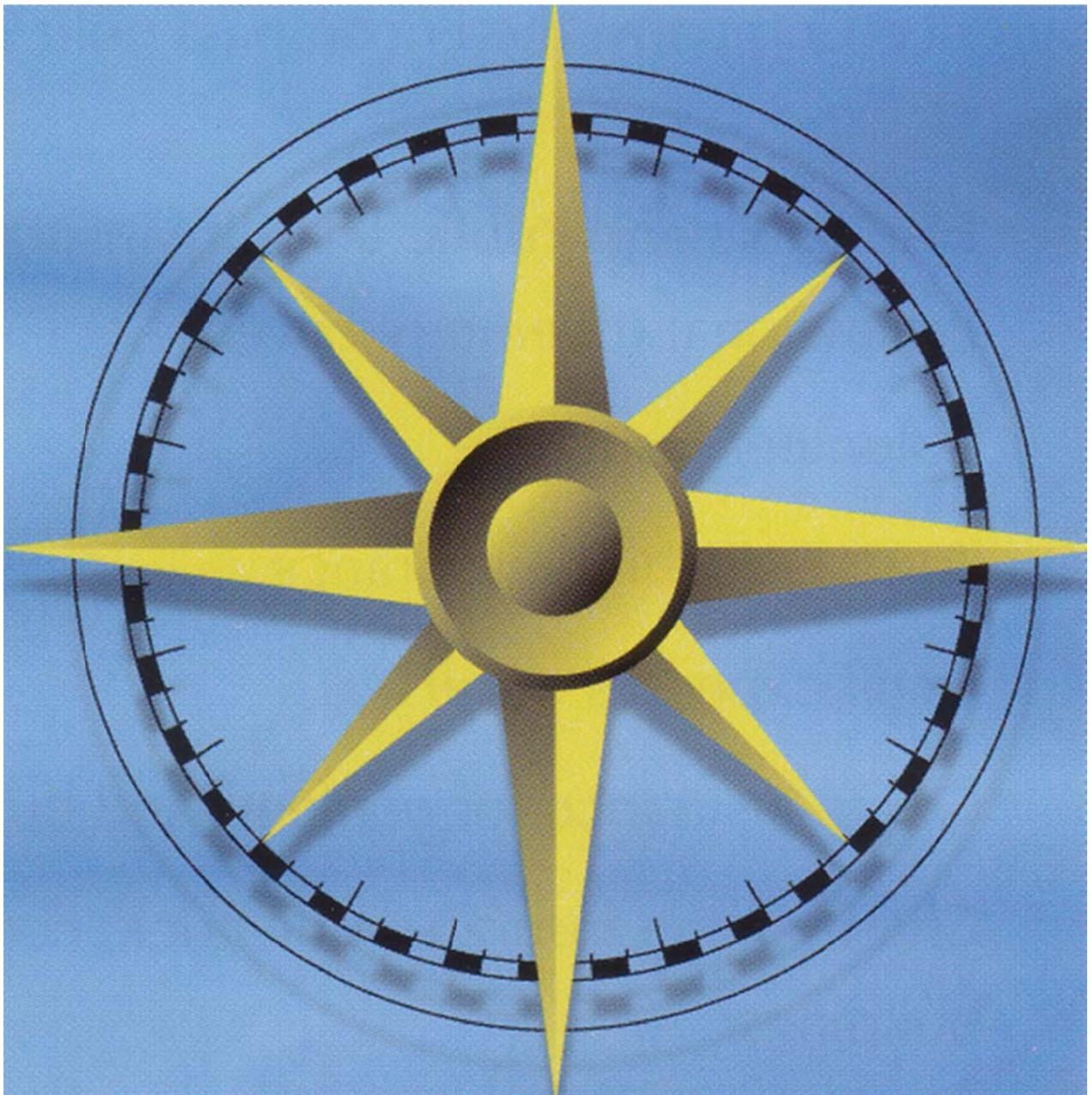


# Keegan & Pennykid

INSURANCE BROKERS

## The Encompass Insurance Guide



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## **THE ENCOMPASS INSURANCE GUIDE**

This Manual is intended as a guide to Charity Administrators who have the responsibility of arranging their Organisation's Insurance affairs.

It aims to help you to identify those covers that your Organisation will need, and how you should go about arranging them.

The intention is to give practical assistance in ensuring that you have all the likely information that will be required when it comes to obtaining quotations and effecting cover for the Organisation.

**The advice contained in this guide is given in good faith and is based on our understanding of current law and practice. Neither Keegan & Pennykid (Insurance Brokers) Ltd nor any of our contributors nor sources accept any liability whatsoever for any errors or omissions which may result in injury, loss or damage, including consequential or financial loss. It is the responsibility of the Insured or any other person to ensure that they comply with their statutory obligations and any interpretation or implementation of the above is at the sole discretion of the Insured or other party who may read this guide.**

We are indebted to the Ecclesiastical Insurance Company for kindly giving us permission to reproduce their "Guidance Notes for Charities" alongside other useful information in Appendices 3 and 4 of this Guide.

### **ABOUT KEEGAN & PENNYKID**

Established in 1968, Keegan & Pennykid (Insurance Brokers) Ltd is at the forefront in providing independent general insurance and financial services advice to charities, voluntary organisations, social enterprises and community interest companies. In 1997, we launched the Encompass Insurance policy for charities and voluntary organisations, which has since evolved to become one of the UK's leading insurance and financial services schemes for the third sector. Encompass is endorsed by LVSC, SCVO and WCVA. Since its launch, we've given back over £1.5m to the UK third sector.



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## **BUSINESS DESCRIPTION:**

This section is extremely important, as the information that you give will form the basis of your cover and enable an underwriter to properly assess the risks, and equally importantly, to charge you the correct premium for the covers you effect.

This is normally where you would detail the organisation's Aims and Objectives, along with **all** the activities that you undertake to achieve them. It is also important to give full details of any fundraising activities.

If any of your activities are contracted out to a specialist organiser, for example a company organising abseiling or riding events, this should be made clear and such activities should be noted separately in the description.

Remember, once you have arranged the Insurance cover your responsibilities don't just end there. The cover should at all times reflect the activities you're undertaking and the risks that they entail. Policies can be altered or increased at any time so there is no excuse for not having notified your Insurer or adviser of changes.

**The Insurer cannot be expected to deal with claims arising from risks they were neither informed about nor had accepted.**

**Failure to provide full and correct information may lead to omissions in the cover with which you are provided by the Insurer.**

## **GENERAL INFORMATION:**

If you operate from premises even if it's just an office, the following general information is also required by most Insurers before they will provide a quotation.

Business Address:

Postcode:

Construction of the premises:

- 🕒 Walls:
- 🕒 Roof:
- 🕒 Stairs:
- 🕒 Floors:

Fire Extinguishing Appliances:                      Number & Type  
e.g. CO2, Water, Dry Powder

Intruder Alarm System:                              Installer:  
Type of Signalling:-  
🕒 Audible Only  
🕒 Digital Communicator or  
🕒 RedCARE

(A Copy of the Installation specification is the simplest way to give the fullest information about this).

Details of Security for accessible windows:      Type of Locking Device  
Are there Bars or Wire Mesh Grilles?  
Are there Metal Roller Shutters?

Details of Security for external doors:            Type of Lock e.g. Rim lock/Mortice Lock  
Do they conform to British Standard?  
(Kitemark)  
Metal Roller Shutters?

Details of Security for windows:                    Type of Window locks fitted.  
Are there Wire Mesh Grilles?  
Iron bars (Incl. Spacing, Diameter & if cross-tied)  
Metal Roller Shutters?

## **PROPERTY / MATERIAL DAMAGE INSURANCE**

### **1. BUILDINGS:**

If you own your premises or lease them on a full repairing lease you will need to insure them.

The sum insured should represent the full rebuilding cost (reinstatement value), and it is your responsibility to ensure its adequacy. Failure to insure for the full rebuilding cost leaves you exposed to a shortfall in any claims settlement under the "Average Clause", and can be very costly.

In calculating the sum you also need to include an allowance for Professional fees incurred e.g. Architects and Surveyors, Site clearance costs and VAT. Valuations are frequently calculated net of VAT, but this will have to be paid in the event of a loss, and needs to be included in the calculation.

**N.B.** If you are an "Encompass" policyholder you do NOT need to include the additional VAT amount as the policy contains a "VAT Clause" under which the Insurer will pay any VAT amount that is not recoverable otherwise.

If the property is a "listed building" then it is especially important to ensure that the sum insured is accurate, as the listing may impose very onerous conditions on the way in which the building is reinstated. This will often incur considerable additional costs.

If necessary seek professional help from a Chartered Surveyor in obtaining a reinstatement value and remember to stipulate that the VAT should be included, unless you're an Encompass policyholder.

If you are insuring the property as required by the terms of your lease you should also check the accuracy of the sum insured. The terms of the lease will in most cases make you entirely responsible for arranging an adequate level of cover. You will have to make good any loss caused by a shortfall, from your own funds.

### **2. TENANT'S IMPROVEMENTS:**

If you rent or lease your premises you may be required to pay for periodic redecoration, or reinstatement of the décor in the event of loss or damage. You should estimate the likely cost of this and insure for that amount.

You may also install permanent fixtures like Heating, Alarm systems, Computer cabling and the like, none of which you would take with you when you leave. These are not the landlord's responsibility and will not be covered by their policy.

You should therefore calculate the replacement costs for these items and insure them as improvements.

## **PROPERTY / MATERIAL DAMAGE INSURANCE**

### **3. CONTENTS:**

If you do not already have an Asset Register you should compile one. You will usually show “written down” or depreciated values for each item for accounting purposes. You need only add a further column for replacement values (as new) and insert the relevant amounts as this is the basis on which your insurance cover should be arranged.

Ideally you should split the register into categories as follows:

(a) Electronic Business Equipment: Computers<sup>1</sup>, photo-copiers, fax machines, franking machines etc. (excluding anything in (b) below.

(b) Portable Equipment (All Risks Cover): to cover items which may be used out and about away from the premises. This should be split as follows:

Laptop Computers	£
Audio Visual Equipment	£
Display Equipment	£
Projection Equipment	£
Photographic Equipment	£

N.B. If the Insurance proceeds, some Insurers will require that you itemise these pieces of equipment showing make/model/serial number and their individual replacement values.

If you must leave laptops etc. in a vehicle, you will be required to keep them locked away out of sight in the boot or a locked glove compartment or there will be no cover for their theft if the vehicle is unattended. Check your policy for specific restrictions or limits for these circumstances.

(c) All Other Contents, furnishings and equipment.

We have Excel spreadsheet templates for the compiling of Inventories – see over the page.

If you would like a copy for your own use please let us know and we'll e-mail you a set.

Their principal benefit is that once they're compiled they're easily kept up to date and the “Value” columns are all self-totalling.

**NB.** Serial numbers should be noted for IT Equipment and office/electrical equipment as this helps to speed up the replacement process if there's a claim.

<sup>1</sup> See “Computer” Section on Page 9 for Wider Cover



## **COMPUTER INSURANCE:**

This provides wider cover than that provided by the Property Section. It extends to include the “breakdown risk” of the computer should the system malfunction.

For the cover to operate, the computer system must be under warranty, or the subject of a Maintenance and Servicing agreement.

In addition to the cost of repairing the system, you can cover the cost of reinstating the data lost as a result of the malfunction.

If you decide to opt for this cover DO NOT include your Computer Equipment in the property section.

**TIP:** The best Insurance for the protection of your data is to take regular daily back-ups of your work, and have the discs/tapes stored away from the premises. This way, in the event of an interruption you should lose no more than a day’s work. Alternatively the discs/tapes may be stored in a Safe or Proprietary Fire-proof cabinet though a second copy kept offsite provides just that extra bit of reassurance.

**N.B.** If you use a lot of portable computer equipment and it goes out of the premises on a regular basis, beware. Many Insurers will not automatically cover the theft of such equipment from unattended motor vehicles, and certainly NOT when such equipment is left in plain view.

If you must leave laptops etc. in a vehicle, you will be required to keep them locked away out of sight in the boot or a locked glove compartment or there will be no cover for their theft if the vehicle is unattended. Check your policy for specific restrictions or limits for these circumstances.

## **ADDITIONAL CYBER LIABILITY COVERS:**

**Virus & Hacking:** Cover may be included in the policy for loss or damage to your system caused by the transmission of viruses or your system being hacked.

**Loss of Data or Privacy Breach.** – Data is stolen and the information used by third parties.

**Extortion/Ransom** – The use or threat of use of stolen data following a Data loss.

**Infringement of Intellectual Property Rights, Copyright, Libel Slander:**  
– for example, where your system has been used to send an e-mail.

**Negligent Transmission of Virus:**

A virus from you system causes damage to someone else’s system.

Many people do not appreciate the extent of our reliance on Computerised systems nowadays, we take them for granted. As has been demonstrated with some very well publicised system failures however, the impact of these failures on our daily lives can be devastating for some. The penalties in lost business or loss of reputation alone can be very significant.

## **GLASS COVER:**

This covers all fixed Glass & Sanitary Fittings at the premises. Even as a tenant, your lease is likely to make you responsible for the replacement of breakages. In many policies this may be included as part of the standard cover, but check as you may be required to stipulate it separately.

The premium if it is charged as an extra is usually based on the estimated total replacement cost of all fixed glass on the premises.

The definition of Glass will also include Sanitary Fittings and may extend to include fixed glass in furnishings, showcases and the like.

Certain types of glass are deemed to be "special glass" and should be specified to the Insurer to ensure that it will be covered. Examples would include Stained glass, or glass which is bent or curved, and where replacement would have to be specially manufactured and installed.

## **TERRORISM COVER:**

Insurance policies NO LONGER provide any automatic cover against acts of Terrorism. The cover must be purchased as a separate item in conjunction with the property insurance.

You should evaluate the risk towards your Organisation, depending on your location – are you situated next to a Government Building or other potential terrorist target? Are your activities likely to be perceived as having some potential political significance which might arouse the interest of possible extremist reaction?

As an Insurable risk, the Trustees of the Organisation do need to give the matter serious consideration, as failure to arrange cover might leave them exposed to criticism or possible personal liability in the event of a loss.

Should you decide to take up Terrorism cover, you are obliged to insure **all** your properties against this peril. You are not able to buy the cover selectively for only those that you perceive to be vulnerable to possible losses.

## **MONEY INSURANCE:**

This covers the business money on the premises or in transit to or from the bank. If you have purely an Office or Shop premises, you may have a package policy which provides this cover automatically. If not, you will need to arrange the cover separately.

Many Organisations may feel that they don't need the cover, as they may not handle much cash. The cover also extends to include crossed cheques and non-negotiables, usually up to a limit of £250,000. Whilst it is unusual, cheques have been lost or stolen in the past and successfully cashed dishonestly. A claim for such a loss would be covered by this section.

The cover is usually charged for on the basis of the estimated Annual carryings of CASH, to or from the bank. The policy will provide separate limits for money on and off the premises, usually along the following lines:

In Transit to or from the Bank or Post Office	£
In a Bank Night-safe	£
On the Premises during Business Hours	£
On the premises outwith Business hours, not Contained in a locked safe	£ 250
On the premises outwith Business hours in an Unspecified Safe	£ 1000
On the premises outwith Business hours in a Specified Safe	£
Money in the home of an Authorised Employee Or Volunteer	£ 500

The basic Transit limits may vary, usually from £2,000 to £4,000, consult your adviser.

If larger sums are to be held then you will need an appropriate safe. Ensure that you consult your Insurance Adviser before purchasing a safe as there are a wide range of models available but not all may be suitable for holding larger sums of money.

If you regularly deal with large sums, the policy will stipulate the means and frequency of transits required, and the limits to be transported. The number of people who must accompany the transit will also be stipulated for higher amounts.

Consideration should be given in these circumstances to using the services of a cash carrying company as there are potential Health & Safety issues which may arise from staff being required regularly to transport large sums of money.

If the situation is only likely to arise following occasional fundraising events, then certainly speak to a cash carrying company. They may be prepared to transport the money free of charge in recognition of the Charitable nature of the event.

DON'T forget to acknowledge this in any promotional literature or programme for the event.

## **BUSINESS INTERRUPTION INSURANCE PART 1**

### **INTRODUCTION:**

Every Organisation however large or small should prepare a disaster recovery or business continuity plan. Many businesses cease trading following a serious loss because they have failed to make appropriate contingency plans.

There is a tendency to think that this will only be relevant to a major disaster or loss but it does have other relevance:

As part of the plan you should list the names and contact details of contractors that you would use, for example your plumbers, electricians, painters etc. At least one copy of the plan should be available to staff.

Thus if there is nobody in authority at the premises and an incident occurs requiring the attention of tradesmen, staff can contact a contractor to deal with the situation. The advantage apart from reducing the lead-in time to have repairs done, is that you will be dealing with a contractor whom you know, with whose work you are familiar and presumably whose prices are reasonable.

The fact that the contractor knows your Organisation as a customer means they are probably more likely to respond quickly, will be familiar with your premises and won't charge you the earth for the repair!

It is also **imperative** that you have a procedure in place to communicate with your service users so that you can keep them informed of what is happening and how they will or will not be affected by the interruption.

SEE APPENDIX 2.

Charities and Voluntary Organisations need to give serious thought to the Interruption risk in view of the variety of sources of funding that may contribute to their income.

We come across more instances of inadequate or inappropriate cover for this class of insurance than in any other area, usually as a result of lack of real thought given when arranging the cover.

## **BUSINESS INTERRUPTION INSURANCE PART 2**

### **THE SUM INSURED:**

Cover is usually arranged on one of two bases:

- Gross Revenue/Profit or
- Additional Expenditure

If your Organisation generates its income through its activities, be they trading or other Service Provision, and these are dependent on the work you do from your premises then the cover would normally be arranged on a Gross Revenue or Gross Profit basis. You would then use your annual Revenue or Gross Profit to calculate the sum insured as this would be adversely affected by loss or damage to the premises which rendered it partially or totally unusable.

If you sub-let part of your premises to other tenants, you also need to insure the loss of rent receivable from the tenant(s) as this would be lost if they were similarly unable to use the premises following a loss.

NB. In calculating the sum to be insured, you should bear in mind that a loss may occur at any time up until the last day of your current period of Insurance. If your income is likely to grow over the period of the following year, you will need to increase your sum insured accordingly. If an Indemnity Period of longer than 12 months is required then your projections will also need to take account of future growth in the additional period.

It is essential that you get your figures right when calculating the Gross Revenue or the Gross Profit or you risk being under-insured and your claim settlement being reduced.

**Gross Revenue** is the total paid to your Organisation for the work it does, and/or the services it provides in the course of its financial year.

**Gross Profit** is the amount of your annual turnover minus the cost of purchases. Remember to include your wage or salary bill in this figure – you'll be wanting to keep them on wherever possible.

If your income is obtained from grant funding and the activities could be continued fairly easily at another premises/location then the cover can be arranged on an **Additional Expenses** basis. Similarly if your income is generated by activities outwith your premises in the community then you might also use this basis. You would then calculate the likely additional expenses incurred in setting up temporary facilities at another location.

To calculate additional expenditure you need to consider the following:

- Increased rent payable for other premises.
- One-off costs incurred in making the premises suitable for your occupation. (This may include installing telephones, heating, decoration, fitting-out etc.).
- Advertising your new whereabouts – your clients need to be able to find you.
- Re-printing stationery and Mail Forwarding.
- Removal costs for the return to your own premises once the repairs are complete.

## **BUSINESS INTERRUPTION INSURANCE PART 3**

### **INDEMNITY PERIOD:**

This is the period following a loss during which the benefit under the Business Interruption cover will be paid. The standard period is usually 12 months, but longer periods are available and should more frequently be selected than they are.

For example:

If you occupy a listed building which is made of stone, and it is seriously damaged then it is unlikely that any reinstatement work will be commenced within 6 months, while the planning processes etc. take place. A 12 month Indemnity period would obviously be inadequate, and even 24 months could be cutting it fine. Some leases relieve the tenant of their obligations to continue if the reinstatement is not completed within 2 years, but it is not unknown in the sector for there to be longer term leases without such relief clauses. On occasions a 36 month Indemnity period has been recommended.

Obviously if you own the premises you have to insure for the full period that might elapse before you could take occupation again.

### **OTHER VARIATIONS:**

Some Organisations operate from an Office type premises where Additional Expenses cover would be appropriate, but run projects at other premises which generate an income which otherwise contributes to the core costs of running the Organisation.

In this situation you would arrange cover for the potential loss of income of the projects in the event of the loss of their premises, taking into account the appropriate Indemnity Period for the buildings they occupy.

A separate item for Additional Expenditure should be arranged to cover the office premises.

## **LIABILITY INSURANCE:**

This area worries Insurers more than any other, as it is the most difficult area of risk to assess. As it deals with Legal Liabilities, they cannot necessarily gauge the reaction of a court to a particular set of circumstances, and therefore whether a claim might be successfully repudiated or not.

The law is constantly evolving, and claims which might have been unsuccessful a few years ago, may suddenly become legitimate as a result of changes brought about by parliament in statute, or a test case which sets a legal precedent. We are also increasingly affected by European legislation which may impose additional liabilities on Employers or Organisations.

The volatility of the Insurance market for these covers is just a reflection of this and the fact that Insurers have found themselves having to pay claims for incidents which were never envisaged at the time that the premium levels were set. Who had heard of Repetitive Strain Injury 30 years ago? – Now known as Upper Limb Disorders.

The Importance of being able to demonstrate that you have carried out the appropriate Risk Assessments and taken appropriate corrective action cannot be overstated.

See **Appendix 1** for details on How to carry out a Risk Assessment, and other useful Guidance Notes on Liability issues.

## **EMPLOYER'S LIABILITY INSURANCE:**

If you employ staff however casually, you are required by the law to effect Employer's Liability cover for a minimum limit of indemnity of £5,000,000. In practise, the market normally gives a limit of £10,000,000 as standard.

Even if your Organisation operates only with Volunteers, you should still effect cover. The point is that any volunteer in carrying out their duties is doing so at the will of the management committee/board of directors who are the guiding mind of the Organisation. The Volunteer is acting under their direction.

If the volunteer is injured, a court may rule that there was a master/servant relationship, and that as such the volunteer is entitled to the full protection of the Employment Legislation. The claim would then be dealt with as an Employer's Liability claim and if you had no cover you would be in severe trouble.

If Out-of-pocket expenses are paid great care must be taken, because if the expenses are paid on a regular or fixed basis they may be looked on by a court as being remuneration, thereby establishing the "employee" relationship.

SEE APPENDIX 3.

In arranging the cover you will need to supply details of the Organisation's annual wage bill. This should be split into categories according to the different types of work involved.

For example:

Total Annual Wages	No of Employees	No of Volunteers
Clerical & Managerial		£
Drivers		£
Care Staff		£
Cleaners		£
Etc etc.		

Different types of work carry different levels of rating, and the more accurately that you can split your wage bill between different trades/categories, the more accurately the Insurer can calculate the premium.

In the case of volunteers, you should try to work out how many hours your volunteers give you in the same categories as your employees, plus any other relevant categories of work. By totalling the hours given in each category the Insurer can equate the work of the volunteers to the number of equivalent employees that would be required, and therefore how much to allow for in calculating the premium for volunteers.

## **EMPLOYER'S LIABILITY INSURANCE continued:**

If any of the work is particularly hazardous or requires specialist skills or training, then full details of the qualifications and or experience of the staff involved should be supplied. If the hazardous part of the work is only a minor part of the employee's overall duties then the Insurer should be told how much of the employee's time is spent on the hazardous work as opposed to the less hazardous part of their duties.

You should also be prepared to supply:

- ⌚ Health & Safety Policy Statement
- ⌚ Details of your Disciplinary/Grievance Procedure
- ⌚ Lone Working policy
- ⌚ Risk Assessments – Action taken to mitigate Identified risks
- ⌚ Staff Recruitment and Vetting procedures
- ⌚ Details of Training programmes
- ⌚ Details of any previous claims.



“So who wrote the Health & Safety Policy for this contractor?”

## **PUBLIC LIABILITY INSURANCE PART 1**

### **INTRODUCTION**

Every Organisation needs to arrange Public Liability Insurance to cover themselves against any action raised by a third party for loss, injury or damage suffered as a result of the Organisation's activities.

Many Organisations have no premises of their own, and may meet or operate in halls or premises owned and insured by others. They often mistakenly think that they do not need any cover for themselves. The fact is that the premises owner's policy covers the activities of that owner, NOT the Liability of the users or hirers of the premises.

The Insurer will require a comprehensive and complete list of your activities if this hasn't already been supplied in your Business Description.

Again they will expect you to have carried out full Risk Assessments and you may be asked to provide:

- ⌚ Recruitment and Staff Vetting procedures
- ⌚ Disciplinary Procedures
- ⌚ Health & Safety Policy
- ⌚ Child/Vulnerable Person Protection Policy \*\*\*
- ⌚ Challenging Behaviour Policy
- ⌚ Disclosure Policy
- ⌚ Details of any Safety Equipment required and the qualifications/experience or training given to those who may use it.
- ⌚ Drugs/treatment administration Policy
- ⌚ Transport Policy

This list is not exhaustive, so any relevant policy or procedure that you operate which demonstrates that you have identified a risk and implemented a policy to deal with its management should be submitted to the underwriters.

\*\*\* SEE SPECIFIC NOTES REGARDING "ABUSE COVER"/CHILD PROTECTION OVERLEAF.

## **THE PROTECTION OF CHILDREN AND VULNERABLE ADULTS**

This is an area of considerable concern to the Insurance industry. There has already been legislation on child protection, and there are proposals in place to deal with protection for vulnerable adults.

Different Insurers use different forms and information gathering methods to assess the perceived risk, but they also may have different ways of providing the cover. IT IS CRUCIAL that you understand the basis of the cover that you buy, and indeed that you have got the cover that you think you should have.

**BEWARE:** Some policies are issued to Charities containing an “Abuse Exclusion” without any other significant warning to draw your attention to the fact.

Some Insurers are of the view that their policy will NOT respond to claims because they are the result of a criminal act. That has yet to be tested in court as far as we know, but is not a satisfactory situation in which to leave policyholders.

### **“CLAIMS OCCURRING & CLAIMS MADE”:**

Traditional Public Liability policies are written on what is termed a “claims occurring” basis. This means that as long as the policy was in force at the time that the alleged incident occurred, it will respond to a claim arising, all else being equal.

The potential drawback to this is that ABUSE claims by their nature have often materialised 20 -30 years after the incident of abuse was alleged to have taken place. If we look back historically, Policy Indemnity limits 20-30 years ago were often as little as £250,000 or even £100,000. Not likely to go far in today’s climate where legal defence costs alone could exceed these amounts. Looking forward, will a £2,000,000 limit of indemnity now be adequate in 20 years time? So there is a potential for a future shortfall.

The alternative is to write the policy on a “claims made” basis. This means that the policy needs to be in force at the time that the claim is intimated, and the cover needs to have been in force **on this basis** at the time that the alleged incident took place. The significant difference is that from the time that the policy is arranged, the limit of indemnity may be increased as court awards and the risk require. Should a claim arise in subsequent years while the cover is on this basis, the Indemnity Limit which will apply will be **the Limit at the time that the claim is intimated** NOT the lower limit that might have applied at the time the alleged incident occurred. It is much more likely to reflect current levels of court awards and legal defence costs and provide adequate protection.

### **BEWARE:**

Some Insurers write specific Abuse cover on a “claims made” basis but restrict the limit of indemnity that they’ll provide. That completely negates the principal benefit to the Insured of writing the insurance in this manner and is potentially dangerous for the Organisation. Why are they not offering at least the same Indemnity Limit as for the general Public Liability?

The current dilemma for many organisations, is that the practise is NOT consistent across the Insurance market. If you effect a policy on a “claims made” basis and five years down the line wish to change Insurer to one who writes the risk on a “claims occurring” basis you may have a potential gap in cover in the future. The “claims made” policy would cease to respond to claims intimated after cancellation, but the new Insurer isn’t necessarily going to cover claims arising from incidents alleged to have occurred during the 5 year period that the previous Insurer carried the risk.

It might be possible to negotiate the backdated cover with the new Insurer or alternatively arrange a “run off” cover with the previous one. It may prove to be quite expensive. Neither situation has a guaranteed outcome but unless the Insurance market comes to a decision to standardise the basis on which they write the cover, it is a situation that you need to be aware of and handle very carefully.

One solution that may partially overcome the problem is for Organisations to arrange their “Claims Occurring” basis policies with significantly increased Limits of Indemnity and keep them under regular review. The difficulty is in calculating and selecting an appropriate limit that will be sufficient to cover the legal costs and court awards in the future.

One distinct advantage of the “claims made” basis is that the cover has to be bought specifically, and is therefore written into the policy wording. You know that you have the cover.

## **UNDERWRITING:**

In the first instance you need to identify the extent of the risk exposure.

1. Does your organisation deal directly with people who would fall into either of these categories?
2. What services do you provide to these groups?
3. What is the extent of your contact with people who are encompassed by these groups?
4. Do you deal with such service users on a 1:1 basis?
5. Do you provide any overnight accommodation for vulnerable or young persons?
6. What controls do you need to have in place to manage the risks you have identified given the extent of your perception of your exposure to the risk?

Once the exposure is understood, underwriters can determine the appropriate levels of risk management that will be required to be in place to eliminate the likelihood of claims.

Insurers will not however be impressed by reams of risk management policies unless they have been properly disseminated and are clearly understood by all members of staff, and implemented at all levels of the Organisation.

## **COMPLETION OF QUESTIONNAIRES FOR RISK EVALUATION:**

These vary slightly from company to company but the purpose is the same – to enable proper assessment of the risk by the underwriter. They may be slightly daunting when first encountered, but once you understand the purpose behind the questions the answers being sought become clearer.

You may be asked to complete a questionnaire or receive a visit from a Risk surveyor who will ask very much the same questions and evaluate the procedures that you have in place.

## **MANAGEMENT:**

### 1). Child Protection or Vulnerable Persons Policy & Procedure:

This will obviously be the very least that will be expected, the key point being to ensure that not only has everyone read it but that they all understand the importance and significance of applying its provisions at every level of the Organisation.

### 2) Anti Bullying Policy:

This may seem strange/out of place since it usually relates to the employees and volunteers of the Organisation. It is important however because a culture of bullying amongst the staff may spill over and start to affect service users/clients. Easy to lose sight of it but has potentially serious consequences.

### 3) Policy on Restraint or Challenging Behaviour:

In many cases Organisations are NOT involved in any form of restraint nor have to deal with challenging behaviour. That's wonderful, but for those who do it is an often difficult issue but has to be appropriately and carefully addressed. The key to dealing with this successfully is to have appropriate training for all staff likely to have to deal with it.

### 4) Documented Employee Disciplinary & Grievance procedure.

This should be in place to ensure that disciplinary or grievance issues are properly dealt with and incidents that might escalate to become "abuse" issues don't reach that stage.

5) Is there a designated person with overall responsibility for child/vulnerable person protection? Having a single person with overall responsibility avoids any confusion or doubt as to where final responsibility for these issues lies.

### 6) Employee/Volunteer written guidelines on roles & responsibilities.

Clearly defined roles and responsibilities help to prevent the staff and/or volunteers going beyond their remit or indeed, not taking appropriate action which they should.

## **OPERATIONS:**

7) Have you a documented method of ensuring continued compliance with regulations and guidance on the protection of children or vulnerable persons? As this whole area is subject to legislation, it's extremely important that changes to best

practice methods etc. are assimilated and adopted as soon as they can be introduced.

8) Do you undertake & document suitable risk assessments? Unless you can be shown to have done so, then if an incident occurs, proving that you took adequate care to prevent such an event from occurring in the first place may be impossible for the Insurer to establish.

9) Supervision of Clients/Service users away from your premises:

This is an important area for Organisations who take clients out, the key issue being the adequacy of the “risk assessment” made for such outings. Procedures need to take account of the required ratio of supervisors to clients, their level of vulnerability and the controls that will be needed to ensure their safety.

10) Written standards of good practice for acceptable behaviour.

Similar to the anti-bullying policy but bear in mind this also refers to what you expect from the service users as well. It will only be effective if everyone knows what is expected from them

11) Are there guidelines on intimate care or appropriate physical contact?

These are important even if the policy is that there’s neither. Any physical contact can so easily be misinterpreted nowadays it’s important to know what the boundaries are and where they lie.

12) Secure storage of any material relating to allegations or concerns.

An allegation is just that until proved. While investigation is under way it is imperative that material is kept secure for the protection both of the vulnerable people and whoever may be the subject of the concern or allegation.

### **RECRUITMENT/EMPLOYMENT:**

13) Are all Employees and volunteers required to complete a written application form?

If not, how do you prove what information you obtained from them before their appointment. How do you prove that the information obtained was the same for everyone?

How do you prove subsequently that statements made at the time were untruthful if that turns out to be the case?

14) Do you verify the identity of all applicants prior to employment?

If not, how do you know that you’ve not been given false details? How can you properly verify their CRB/Disclosure record or indeed any other information they provide you with?

15) Supply of Written references and independent verification.

Again, a written reference can be verified by contact with the supplier and if they’ve written it then you can be fairly certain of the authenticity of the source of it.

16) Are all Qualifications provided independently verified?

There have been numerous examples of people gaining appointments by claiming qualifications falsely and the potential reputational damage is colossal. Qualifications should always be independently checked.

17) Are all Employees CRB Checked/Disclosed prior to appointment?

This is obviously required where employees will be in contact with children or vulnerable people.

18) Are existing Employees CRB checked/Disclosed and if so how often?

They should be checked at least every 3 years, though there may be some situations where it should happen more frequently.

19) Are all prospective employees required to declare prior abuse convictions and whether they are currently or have ever been subject to any investigation or enquiry into abuse or inappropriate behaviour?

You may think that this question is rather pointless. It is one thing to tell a lie, quite another to put it in writing. Having it in writing should it turn out to be a lie, may at least help in demonstrating to a court that you did try to ascertain the truth.

### **TRAINING & COMPETENCY:**

20) Does your Induction training include awareness of the protection of children and vulnerable persons? If you're dealing with such people then of course your induction training should deal with this issue.

21) Do all employees receive relevant training in the protection of children and vulnerable persons? This is essential for obvious reasons.

22) Receipt of all policies & procedures including procedures for the protection of children & vulnerable persons.

All staff and volunteers should be required to sign a receipt for the policies & procedures that they have been given in the same way that they should sign to confirm having received specific training. Without signatures, it's too easy for somebody to claim not to have received the training or the relevant policy and difficult to prove otherwise.

### **INCIDENT & COMPLAINT HANDLING:**

23) Do you have a formal procedure for dealing with complaints or concerns regarding abuse or neglect?

There needs to be a specific system in place to ensure consistency of approach and that all relevant issues are dealt with. It should include guidelines on how to respond to any allegations or concerns that may be raised.

24) Does it include a "whistleblower policy" where unacceptable conduct can be reported without recrimination?

Staff and volunteers need to know that they can express legitimate concerns without fear of it being turned against them for having spoken out.

25) Is there a designated person to whom any and all complaints or concerns regarding abuse, neglect or other inappropriate behaviour can be reported?

This needs to be the case to enable them to have a complete picture of what is happening in the organisation, and to try and prevent misleading rumours or information passing around.

26) Are all such complaints & concerns recorded? For how long are these records retained?

Bearing in mind that abuse allegations may only surface many years after the alleged incidents that give rise to them, obviously any complaint or concern that may have arisen in the interim, needs to be recorded. Apart from anything else, the people who investigated or dealt with the concerns at the time may have long since retired, died or emigrated.

Clear records may assist considerably in determining the outcome of a potential claim rather than having to rely on recollections of people who may not have been involved first hand.

Complaint records should therefore be kept for up to 50 years.

Some may say that this is excessive and that there are “human rights” issues. We would agree – the human rights of a person facing an allegation of abuse are equally important, they are entitled to a defence along with the Organisation.

## **PUBLIC LIABILITY INSURANCE PART 2**

### **LIMIT OF INDEMNITY:**

The first consideration is the Limit of Indemnity required. This should now be for no less than £5,000,000. It is not uncommon though for limits of £10,000,000 or more to be requested – sometimes because funders stipulate a higher limit as a minimum requirement, or because you are required by the terms of a lease or service agreement to have that limit.

Depending on the nature of your activities, you may also need to consider a higher limit because of the increased hazards arising from the activities, or because you have large gatherings of people all in the one place. Sometimes you may be able to operate for the most part with a lower limit, but increase it for specific events that you undertake rather than carrying the higher limit on a permanent basis. This may be a more economical way to arrange your cover if it is practicable but it may not be possible in every situation.

Supply details of your Annual Income/Turnover, and if you operate a variety of projects it may be helpful to you if the figures can be divided up between them. This will give the Insurers an indication of the level of activity for each project and may enable you to benefit from some savings in premium. Most importantly, the Insurer can more accurately assess the risk.

If you use outside contractors or service providers of any sort you need first to satisfy yourselves that they are a fit and proper individual or organisation for you to be using. If it is common knowledge that they have a poor safety record and you engage them to carry out work for you, it may reflect badly on you if an accident occurs. Worse still, this may open the way for you to be sued for not exercising due care in your choice of contractor.

You should always check that any contractors carry appropriate Insurance cover, and that it indemnifies you as their principal. At the same time, you should ensure that their Indemnity limits are at least the same as yours, or higher if the work which they are performing for you warrants it. The information should be recorded and checked and updated on a regular basis. A standard form can be used in most cases to obtain this information – speak to your Insurance advisers. In the same way, you may also be asked to provide this information for any Organisations with whom you work or perform any services for.

The Contractor or Service provider should also have appropriate “policies” in place, and if their work is closely related to yours you should be able to confirm that you have checked THEIR policies and procedures, and that they are at least as rigorous as your own.

**THE MORE IMPRESSIVELY YOU CAN DEMONSTRATE YOUR COMMITMENT TO GOOD RISK MANAGEMENT, THE EASIER IT WILL BE TO ARRANGE SUITABLE COVER.**

## **TREATMENT EXTENSION**

A standard Public Liability Policy will exclude all medical malpractice and treatment exposures. However, when the activity in question is carried out by a suitably trained layperson and not a Health Professional (e.g. Doctor, Dentist, Physiotherapist, etc) Insurers will consider extending their cover to include the particular activity/activities.

We detail the following (not exhaustive) list of activities for which it is possible to arrange such cover:

The distribution of prescribed medication.

Diabetes blood testing by finger pricker & meter

Insulin injections including the epipen

Administering emergency rectal or nasal diazepam

Use of Asthma inhalers & nebulisers

Use of Defibrillators

It is possible that registered nurses who are acting in a voluntary capacity with the organisation will be granted cover under this extension.

Insurers will require full details of what you are doing and where, how often it is being done and with whom. In addition they will require full details of who will carry out the procedure(s) and what training they have received to carry it out.

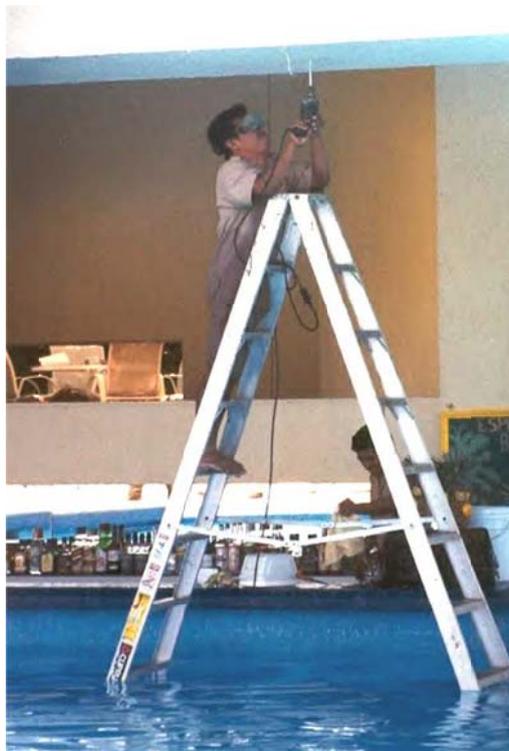
It is normal for a charge to be made for this extension in cover.

If the Insurer is unable to provide the “treatment” extension because of the nature of the procedure then a separate Medical Malpractice Policy may have to be arranged.

## **PUBLIC LIABILITY INSURANCE PART 3**

### **RATING INFORMATION:**

- The Annual Turnover/Budget, and a breakdown of the figure between different projects or types of project.
- Details of any particularly hazardous work.
- Is there any work done with Children or other vulnerable groups? – full details will be required.
- Whether there is any element of “Treatment” or Drug Administration. If so details of frequency, procedures/safeguards, training and experience of those staff who carry it out will be required.
- Full details of any Fundraising events particularly with regard to numbers of people attending and/or participating.
- Details of any previous claims.



“What are the risks arising from this practise?”

## **PRODUCTS LIABILITY INSURANCE:**

The 1987 Consumer Protection Act makes the supplier responsible for any goods sold or supplied by them. Prior to this, if a defective product caused damage or injury, the supplier could sidestep the legal action and pass the injured party on to the wholesaler, who would pass them on to the importer etc right back to the manufacturer. This made successful pursuit of a claim an inordinately difficult and lengthy process, hence the change in the legislation to simplify matters.

If you sell or supply any goods therefore, you will also require cover since any defect in them which caused injury or damage to a third party would result in an action against your Organisation in the first instance.

The cover is written as an extension to the Public Liability Insurance, and will usually carry the same Limit of Indemnity.

You will need to tell the Insurer the nature of goods sold or supplied, and give details of the annual turnover generated by such sales.

NB: Insurers have obvious concerns about the sale of second hand goods, particularly if they include Electrical items or Soft Furnishings e.g. Lounge suites, Mattresses and any items containing foam filling.

If Electrical Goods are sold you will have to have a testing regime in place to verify that they remain electrically safe, e.g. Portable Appliance Testing. If the goods are refurbished in any way or defects are found, replacement parts MUST be Brand New otherwise the Insurer is unlikely to provide cover.

Cover for the sale of Soft Furnishings will only be provided if it can be clearly established that they comply with the Fire Regulations for the sale of these products. Again Insurers may be very reluctant to provide cover.

In general terms, any second hand goods should be the subject of a rigorous inspection and testing regime to ensure that there are no defects which might give rise to an injury and a resulting claim.

(See Also – Guidance Notes – Sale of Second Hand Goods)

Provide:

- Full Details of the type of goods sold or supplied.
- Full Details of the safety checks and any refurbishment carried out.
- Full Details of the Qualifications and experience of the personnel carrying out the checks.
- Confirmation that any refurbishment will only entail the use of NEW parts.

## **PRODUCTS LIABILITY INSURANCE continued:**

If there is food and drink sold or supplied in wider circumstances, then there will be additional considerations the Insurer will wish to know about:

- Food Handling and Hygiene procedures
- Has everyone involved received the appropriate training?
- Do the premises on which the food is prepared meet the standards as set out in the regulations?
- Storage arrangements.
- Transport arrangements.

## **PROFESSIONAL INDEMNITY INSURANCE:**

If your Organisation gives any Advice or Information to third parties, there is a possibility that they might attempt to sue you if they perceive that they have suffered a Financial loss as a result of following that advice or information, and they feel that the advice or information was negligently given.

The fact that no charge has been made for the advice does not matter, if your Organisation professes to be expert or have special knowledge in the field concerned.

The cover also differs from other Insurances in that it usually written on a “claims made” basis. This means that the cover will operate provided that when a claim is intimated, there is cover in force, and that there was cover at the time that the advice or information was negligently provided. If you have operated for a while before effecting cover, you may be able to buy cover for the earlier period. This will show by the insertion of a “retroactive date” prior to the date that the policy was incepted.

A claim may also be intimated at almost any time after the provision of the advice, so you need to be aware that cover could have to run on for several years after you cease to provide advice or information.

### **RATING DETAILS:**

- Total Annual Turnover/Budget
- Specific Annual Turnover or Budget for the Advice/Information unit.
- Full details of the types of advice or information given
- For each type of advice e.g. Legal, Financial, Medical - the number of enquiries received or dealt with annually.
- The number of people who provide the advice or information for each category.
- Their qualifications and relevant experience in that field.

Unlike commercial organisations where the turnover or fee income may be an accurate measure of their activity, Charities and Voluntary Organisations may run several projects of which the Advice aspect is only one, and may be only a small part of the overall activity. It is therefore important for the underwriter to understand this otherwise they are likely to base their premium on the total turnover or budget not appreciating the fact that it is not necessarily a true reflection of the Professional Indemnity risk.

NB: Many Organisations confine their activities to “signposting” rather than giving specific advice. If this is the case, it is important that you make it absolutely clear to the Insurer otherwise you are likely to pay a much higher premium than may be necessary.

## **PROFESSIONAL INDEMNITY INSURANCE (continued):**

If the Organisation is involved in activities where medical advice is offered which may be construed as treatment then consideration needs to be given to whether full Medical Malpractice cover should be effected. This is a specialist market with separate types of proposal form appropriate to the specific work carried out.

**FIDELITY INSURANCE/  
THEFT BY AN EMPLOYEE OR VOLUNTEER:**

This covers losses to the Organisation caused by the dishonesty or fraud of an employee or volunteer, including the Auditors Fees incurred in substantiating the amount of the loss.

The cover may include:

- Employee/Volunteer Fraud
- Third Party Computer Fraud
- Third Party Funds Transfer Fraud
- Forgery of Cheques & other Financial Instruments
- Counterfeit Paper Currency
- Corporate Card Fraud
- Telecommunications Fraud
- Public Utilities Fraud

Insurers may in addition pay additional costs arising from a loss, for example:

- Auditors Fees incurred in quantifying the loss
- Computer Clean-up costs
- Defence Costs
- Public Relations Consultancy Fees

You will need to select your Indemnity Limit which will be the limit on any ONE claim during the period of cover

Insurers will need to know your operating address(es), number of employees, Actual wagheroll for the current year and Estimated wagheroll for the forthcoming year plus Annual Turnover for the current year and estimate for the forthcoming year.

(You should include the number of active volunteers that you have, in the number of employees).

## **LOSS PREVENTION PROCEDURES AND INTERNAL CONTROLS:**

Insurers will want to know that you have assessed the risks and put in place appropriate procedures to prevent losses from occurring. For example:

- Is there a written procedure that allows staff to report a suspected fraud?
- Are written or verbal references sought from former employers for the 3 years preceding appointment, for staff that is responsible for money, accounts, financial transactions or computer programming?
- If the reference is verbal are discussion notes taken and retained?
- Are any administrative activities outsourced to third party service providers? If so have you vetted them for competency, honesty and financial stability?
- Does your contract allow you the right to audit such third party service providers?

## **INTERNAL CONTROLS:**

- Are all bank accounts reconciled at least monthly independently of staff that normally receive payments or issue accounts?
- How frequently do you bank cash and cheques and other payments?
- Are cheques produced with facsimile signatures? If so what is the limit before a manual counter signature is required?
- Are all cheques for signing supported by supporting documents?
- If used, how are Funds transfers initiated?
- Details of those tasks that are under dual control.
- Details of your Computer protocols and controls to prevent unauthorised use.

The cover provided is usually very wide, hence the requirement for fairly detailed information on your controls and procedures.

## **PERSONAL ACCIDENT INSURANCE:**

This cover is quite different from Employer's Liability Insurance. This cover operates in the event that an insured person is accidentally injured within the terms of the policy, irrespective of any legal liability. It may even operate at the same time as the Employer's

Liability cover, paying out a benefit as a result of the same accident.

As such, the cover may be seen as an employee/volunteer benefit – desirable if finances permit, but not absolutely essential.

The cover may be arranged in a variety of different ways, but the most common is on a unit basis. The Insurer offers a standard unit of benefit, and the Insured may select the number of units they require, up to a maximum number stipulated by the Insurer.

For Example 1 Unit might comprise:

Death	£10,000
Loss of Limbs/Eyes, or Permanent Total Disablement	£20,000
Temporary Total Disablement (Per Week)	£50
Temporary Partial Disablement (Per Week)	£20

(Temporary Benefits may be paid for a maximum of 2 years in total)

The first week of incapacity is usually excluded, and you may be able to increase this exclusion period for a reduction in the premium. The premium for each unit depends on the occupation/activities of the employees or volunteers, rising for the more hazardous occupations. Some activities are excluded altogether as being too hazardous, and most

Insurers will impose an upper age limit on the cover.

Temporary benefits for volunteers may be restricted as they may not be in gainful employment and they are not therefore necessarily incurring any financial loss.

You will also need to consider whether you wish to provide the cover on a 24 hour basis or whether it should be purely in respect of occupational accidents.

The cover may be arranged on other bases, for example paying a temporary benefit as a percentage of the average weekly wage of the employees, with the premium being calculated as a rate applied to the total annual wage-roll. Cover may also be extended to include temporary incapacity through illness, though this tends to be considerably more expensive.

Once you have decided on the type of cover you require, you need to supply the following:

- Number of Employees & Number of Units or Benefit level required
- Number of Volunteers & Number of Units or Benefit level required

- Details of any physical or mental infirmities amongst either employees or volunteers.
- Details of any previous accidents which would have given rise to a claim over the previous three years. (Including absences through Illness if this cover is required)
- The Organisation's total annual wage-roll if the benefit is to be linked to average weekly wages.
- The length of any deferred period before any temporary benefit becomes payable. The longer the period selected, the lower the premium is likely to be.
- The Length of the Temporary Benefit period. Standard periods are usually 52 or 104 weeks. Again, the shorter the payment period the lower the likely premium will be.

## **KEY PERSON INSURANCE:**

An Organisation may have one or more people who are key to the running thereof and whose death or lengthy absence through accident or ill health would be detrimental or expensive to the on-going running of the Organisation.

You may wish to arrange Life Assurance cover to pay for the recruitment costs in obtaining a suitably qualified replacement, not to mention immediate costs of hiring in temporary expertise.

In the case of prolonged absence through accident or ill-health a Sickness & Accident policy or Permanent Health type policy may be more appropriate. The benefits can then be used to fund the cost of replacement staff, particularly where you have to continue paying the salary of the person who has become incapacitated.

The latter cover can be quite expensive depending on the level of benefit required so may only be appropriate to larger Organisations.

## **LEGAL EXPENSES INSURANCE:**

Sometimes known as “Employment Protection cover” though it is more limited in scope than an “Employment Practises Liability Policy”.

This is quite separate from any legal expenses relating to an Employer’s or Public Liability claim. Those costs are covered by the appropriate section as part of the claim.

The cover is principally to cover the Organisation for expenses incurred in dealing with Employment Disputes, Property Damage and nuisance against third parties, In-depth Investigation by the Inland Revenue into your Tax affairs, Disputes with Customs & Excise over VAT, or Contract disputes where the amount in dispute exceeds a specified figure. If wider cover is required for example to include Statutory Licenses etc then a bespoke policy can be effected, tailored to your exact needs.

The cover also includes any awards made against you – for example in the case of an unfair dismissal.

The cover is usually expressed as a Limit of Indemnity - £200,000 any one claim, £1,000,000 in any one period of Insurance. Whilst this may be adequate for most purposes, should you require a higher limit then a bespoke policy may probably be more appropriate for your needs.

It is no surprise that since the limit for an award for Unfair Dismissal was increased to £50,000 and then index-linked, the number of applications to tribunal for this have increased by nearly 40%. N.B. Discrimination awards are **unlimited**,

Generally speaking, the Insurer will only require a note of your annual wage-roll, and possibly turnover/budget, to be able to calculate premiums. If you require a tailored package covering a wider range of Legal Expenses, then more detailed information may be required depending on the range of cover that you are looking for.

You will also need to declare any incidents in the previous 5 years which might have given rise to a claim prior to your effecting cover. If these are ongoing, they will be excluded from the policy.

## **EMPLOYMENT PRACTICES LIABILITY INSURANCE:**

In recent years the boundaries of an employer's responsibilities have been considerably extended by legislation and case law, creating potential liabilities that never existed previously.

The cover provided is much wider than that contained in a normal Legal Expenses Insurance and where possible Organisations should opt for this extended cover instead, provided that they can afford it. It has the added benefit that you can select the Limit of Indemnity so you are NOT restricted to the standard £100,000 limit any one loss that many Legal Expenses policies provide.

The liability can arise from any one or more of a variety of "employment wrongful acts" and may include liabilities arising from the actions of employees or volunteers as well as anything that they may or may not have done. In this respect the cover is much wider than that provided by a Legal Expenses policy.

Again and like other liability type policies, the principal benefit of the cover is that it includes Legal Defence costs. There will be times when allegations are made, but if they cannot be substantiated they'll still need to be defended and the legal costs may not be cheap.

Policies may have quite a large excess but this is a reflection of the breadth of the cover and the fact that the policy will respond to claims from a much wider spectrum than a traditional Legal Expenses policy. It is no less valuable for that.

The cover will also respond to claims arising from the staff recruitment stage should someone allege that they were not hired because of discrimination by the employer.

### WHO IS COVERED:

The policy will cover:

- The Organisation
- The Directors
- The Trustees or prospective Trustees
- An Employee or prospective employee
- A natural person at work (whether self-employed or employed by another organisation than yours) provided that such person is providing services to the Charity on premises owned and occupied by the Charity.
- Independent Contractors

## **EMPLOYMENT WRONGFUL ACTS - WHAT MAY BE COVERED:**

- Wrongful unlawful or unfair dismissal discharge or termination of employment.
- Breach of any written or oral contract or quasi-employment contract.
- Employment related misrepresentation.
- Violation of Employment discrimination laws against any protected groups.
- Violation or non-compliance with legislation regulating working hours.
- Wrongful failure to employ or to promote.
- Wrongful Demotion
- Wrongful discipline
- Wrongful deprivation of a career opportunity.
- Failure to adopt adequate workplace or employment policies & procedures.
- Retaliatory treatment of whistleblowers and others.
- Negligent Evaluation.
- Employment-related invasion of privacy.
- Employment-related breach of data protection legislation.
- Employment-related libel, slander, humiliation or defamation.
- Failure to furnish accurate job references.

The above only serves to demonstrate how extensive the cover may be and why it would be preferable to the narrower Legal Expenses Insurance. We recognise however that Charity budgets are not infinite and choices may have to be made. Legal Expenses Insurance is still better than NOT having any cover at all.

## **LOSS OF NO CLAIMS DISCOUNT/EXCESS PROTECTION:**

This cover is of particular interest to Organisations who have large numbers of staff and/or volunteers who use their own cars for the business of the Organisation.

It is not generally available on the open market, but some Insurers do offer it. The aim is to reduce the financial impact to the owner of the vehicle, of a loss whilst using their car for the activities of the Organisation, especially where they are unable to make a recovery from a third party.

The Encompass Policy provides:

Loss of No Claims Discount	-	£650
Payment of Policy Excess	-	£250

As an example of how it works:

A volunteer's car is hit whilst parked, by someone who doesn't stop and cannot be traced.

The volunteer will have to claim on their own policy for the repairs to the vehicle and will probably have to pay say, the first £100 of the loss (their excess).

At renewal they may find that their No Claims Discount has been reduced because the Insurers have been unable to make a recovery from the person who caused the accident.

In this case the policy would pay the £100 for the policy excess, and the difference between the volunteer's renewal premium, and the premium that would have been due had the discount not been prejudiced, up to a maximum of £650.

For example: Renewal Premium =	£600.00
Premium had the claim not occurred =	<u>£400.00</u>
Difference =	£200.00
Policy Excess	<u>£100.00</u>

**Total payment under this section £300.00  
(Excess £100 + Lost NCD £200)**

Cover is easy to arrange. Insurers will require a note of the number of volunteers and staff required to be covered.

Apart from that, as an Organisation you will be expected to maintain a register of the names of those who are to be covered, and supply it on request to the Insurers.

## **COUNSELLING CARE COVER:**

This NOT generally available under normal commercial policies but different levels of the service may be purchased directly with the providers as standalone contracts.

Under the **Encompass** policy this benefit is provided in its simplest form, providing staff or volunteers with access at all times to a telephone counselling service.

The service is also open to family and relatives of the staff and volunteers and can be accessed 24 hours daily, 365 days of the year.

## **TRUSTEE INDEMNITY INSURANCE:**

*NOTE: Whilst it is possible to arrange this Insurance cover in isolation, to complement a wider programme of Insurance covers, it should be recognised that some potential liabilities faced by Trustees, are covered under other Insurance headings, either within a single overall policy or alongside a separate policy or policies.*

The legal obligations of trustees are generally as onerous as those of a director of a company. The Charities Act of 1992 & 1993 have highlighted these responsibilities and emphasised the personal liability of trustees and their need to take an active role in the management and control of the Charity. (The term trustee applies equally to management committee members). They can be held personally liable – jointly and severally for any loss falling upon the Charity (and therefore upon those who are entitled to benefit from it) as a result of their own errors or omissions or those of their fellow trustees, employees or agents.

In some cases the nature of the charity will be such that there will be the real possibility of personal liability, for example where there is active fund raising, the organisation of events, counselling, assistance or the provision of information. Trustees may be drawn from the local community and will bring a variety of knowledge, skills and experience to the job. Whilst they may exercise due care in carrying out their duties, an action carried out in good faith may still backfire, cause a loss to the Organisation and the Trustees may be held to be liable.

It is likely that there will be a need to attract new trustees on a fairly regular basis. New trustees should be aware not only of their duties, but also of the risks which they undertake.

It has been suggested that incorporation (either of the Charity or the Trustees themselves) will limit trustee's personal liability. This is NOT necessarily the case and indeed incorporation imposes some additional duties and liabilities. The directors of a corporation (who will be the same as the charity trustees) will not be insulated from their corporation's own direct responsibilities and as the "directing mind and will" they are likely to be held personally liable.

(S310 of the 1985 Companies Act renders void "any provision, whether contained in the company's articles, or in a contract with the company or otherwise, for exempting any officer of the company or any person (whether an officer or not) employed by the company as auditor from, or indemnifying him against, any liability in relation to the company"). Incorporation merely changes the Insurance requirement to Directors & Officers Liability.

Regardless of the legal status of the Charity, the principal benefit of the Insurance cover as with most liability policies, is the fact that the cover includes Legal Defence costs. Just because someone accuses you of wrongdoing doesn't necessarily make it a fact and some investigation will be needed to establish the facts of the case. The costs incurred can be substantial even if you can prove that there was no case to answer.

## **TRUSTEE INDEMNITY INSURANCE continued**

Charity Trustees Indemnity Insurance provides an indemnity to trustees, directors and officers of an unincorporated charity or service company (such as a trading subsidiary) and the equivalent cover for personal liability of officers and committee members of unincorporated associations.

The cover will protect the trustees against the majority of those legal liabilities exposures which confront the charity in relation to its "Governance". Some Insurers refer to it as "Management Liability".

Loss relating to unfair or wrongful dismissal and other employment disputes other than allegations of discrimination or harassment is usually excluded though some policies may provide an "Employment Practices Liability" extension. Alternatively cover for these aspects may be obtained under the Legal Expenses section outlined in the earlier section of the guide.

Trustee Indemnity policies also exclude "Failure to Insure". The cover provides protection against: Losses suffered by a Charity due to the negligence or breach of duty of its trustees. Examples would be:

- 1) Unauthorised payments however innocently made.
- 2) Failure to comply with statutory requirements.
- 3) Imprudent Investments.
- 4) Negligent supervision of delegated responsibilities.
- 5) Everyday errors of judgement.

### **The policy does NOT cover the following:**

- 1) Fines
- 2) The cost of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of a trustee.
- 3) Liabilities to the charity which result from conduct which the trustee knew, or must be assumed to have known, was not in the interests of the charity or which the trustee did not care whether it was in the best interests of the charity or not.

To obtain a quotation, the Insurer may need a completed proposal form with a list of the Trustees, and a copy of your last available Annual Report and Accounts.

## **TRUSTEE INDEMNITY INSURANCE continued**

### **Extensions of Cover:**

The policy may provide cover for:

Loss of Documents and Fidelity (Dishonesty) of a Trustee. The Limit of Indemnity for these extensions will often be for a lower restricted amount than the policy headline limit.

The Fidelity (Dishonesty) cover may also be extended to cover all employees and volunteers in return for an additional premium, Again if a higher limit is required or the circumstances dictate then separate cover should be arranged under the specific policy section for this.

There is also usually an option to extend the policy to cover Professional Services (Professional Indemnity) under this section, providing the same Indemnity Limit as for the Trustee Liability. If the nature of the Professional Services are particularly specialised then this cover should be arranged under a separate Professional Indemnity policy to ensure wider protection.



## **Charity Trustees Assurance Claims Examples**

### **1) Claim for alleged Racial Discrimination**

Two separate claims have been made by former employees of the charity, alleging racial discrimination. The first employee's claim against the trustee states that she received discriminatory treatment in the workplace due to her ethnic background. She alleges that the other white employees received preferential treatment, and that whilst off sick due to stress related illness incurred whilst working for the trust, she was unfairly dismissed. The second employee also alleges that he suffered from discriminatory treatment whilst in the employ of the trust and that whilst off sick he was unfairly dismissed. The trustee named states that no such discriminatory action occurred and that the two employees were dismissed due to their sub-standard performance and unacceptable behaviour in the workplace, and that both employees were still within their probationary period. The trustee also states that both she and the trust have, in the past, received national recognition for the work they have done to combat racial discrimination. It was unlikely that the claim would have succeeded, however a settlement was agreed with the parties. Total costs incurred, just under £20,000.

### **2) Claim for alleged Racial Discrimination**

The employee alleges that he suffered racial discrimination whilst working for the trust, and that whilst off sick due to a whiplash injury, he was unfairly dismissed. The trustee claims that the employee was sacked due to their unsatisfactory performance and irregular attendance, during the employee's probationary period.

### **3) Claim for alleged Trespass**

The neighbouring landowner to the trust claims that recent constructions carried out by the trust infringed on their property. The trust claims that documents from the 18<sup>th</sup> century show that the previous owner passed the land over to them, whereas the claimant declares that the land never legally belonged to the previous owner. It appears that the claim will be upheld and that the claimant is indeed the legal owner of the disputed property. The trustees will be responsible for damages and for restoring the land to its former condition. To date £20,000 has been paid in legal costs with an outstanding estimate of a further £20,000.

### **4) Claim for misuse of Trust Funds**

Following an investigation by the Charity Commission, it was declared that the trustees named had illegally gained payments from the trust by use of another trading company of which they are directors. The Charity Commission has stated that there exists a conflict of interests and that these salaries and dividends must be returned,

and the trust be re-structured. The claim itself is for reimbursement of legal fees incurred. However as the claim does not directly stem from a Wrongful Act, but rather from the error of the solicitors involved in the formation of the trust, the claim would not be upheld. However, solicitors' fees and investigation costs were paid.

#### **5) Claim for alleged defamation**

Following publication of an article, the charity trustees were sued for defamation by another charity with similar objectives. The claimant stated that certain statements made in the article were untrue and gave a false representation of the charity. The matter was eventually settled out of court with considerable fees being paid (£8,500).

#### **6) Claim for Loss of Documents**

The charity suffered a severe loss when over £6,500 of computer software was stolen. Not only were considerable amounts of software lost but also the data that was contained on them was also taken. The policy paid for the replacement of the data and software (£10,000).

#### **7) Claim for alleged Breach of Authority**

A claim was made against a trustee by one of the charity's employees. Before the charity ceased operating the trustee had indicated that employees would receive an enhanced redundancy payment, which was in breach of his authority. As a result, several employees had made financial decisions based on that statement, and hence ran up costs to cancel these arrangements.

#### **8) Claim for alleged Denial of Access**

A claim was made against the trustees as they had sub-let a section of their premises to another organisation. This had been done without consultation to the landlord and broke the conditions of the charity's lease on the property, and subsequently he ordered the eviction of the sub-tenants. The evictees brought a successful claim against the trustees for denial of access. Over £12,000 was paid out under the policy.

#### **9) Claim for legal fees to defend a Charity Commission investigation**

The Charity Commission (CC) investigated a trust that was originally established during the 1960's to research into artificial insemination. The CC investigated the trust's activities on the grounds that they were no longer concerned with research and hence were not charitable in their nature. The trust successfully defended their charitable status, and the legal fees (over £2,000) were paid under the policy.

#### **10) Claim for Dishonesty of a Trustee**

A claim was made by a charity, which had suffered a loss of over £12,000. Due to poor internal controls, one of its trustees managed to fraudulently withdraw £11,000 in a single transaction, then a further £1500 at a later date. The claim was settled for 80% of the total amount plus fees, a total amount of over £9,500.

### **11) Claim for libellous action**

A claim was made against the trustees for alleged slander. After initial discussions the allegation was retracted and an apology offered. The solicitor's fees which had been incurred were settled for over £1,500.

### **12) Claim for legal fees to defend a Charity Commission Investigation**

An investigation by the Charity Commission led to allegations of the charity using their charitable status for avoidance of tax on their trading subsidiary. The charity was required to re-structure their operation at their own cost, but the legal fees and other costs in their investigations and defending these allegations were covered, coming to a total of over £1,200.

### **13) Wrongful dismissal and negligent reference**

Claim for wrongful dismissal and providing a negligent reference to another potential employer resulted in payments totalling over £20,000 to the Insured in defending the allegations and in payment of costs and damages.

### **14) Claim for breach of Trust**

A claim was made against a Trustee of the Charity by the other Trustees, alleging that the defendant had broken the Governing Documents of the Trust in receiving fees, and making improper investments. A subsequent Charity Commissioner's investigation and the costs of recovering fees and investments amounted to £52,000

### **15) Claim for alleged breach of Trust and defamation**

A president of the board of Trustees was forcibly removed from his position. A claim has been initiated against other members of the Board of Trustees by the former president, alleging that he was removed outside of the rules and deeds of the Charity. In forcibly removing him he also claims that the other Trustees have committed defamation

### **16) Claim for alleged breach of Professional Services**

A claim was made by members of a burial society stating that insufficient burial plots were allocated by the Trustees to accommodate all of the former members of the society, and that alternative locations were unsuitable. A final settlement was reached with the claimants

### **17) Claim for alleged unfair dismissal**

An employee who was dismissed from her position alleged a claim of sex discrimination against the Trustees. The Insured stated that the employee was dismissed due to unacceptable behaviour relating to her alcohol problem. Though the claim is unlikely to result in a success for the claimant, defence costs may be significant

### **18) Claim for alleged Misstatement**

Upon the sale of land to another company, the Trustee stated that permission had been granted to develop the land for residential use. Upon completion of the sale, the purchasers discovered that planning permission had not been granted and that the land was subsequently useless to the developers. The claim is still in process, and with thousands of pounds costs already incurred, has the potential to reach over a million pounds

### **19) Claim for alleged breach of Trust**

Upon the liquidation of the charity it was alleged that the Trustees mis-handled the winding up and distribution of remaining assets. Though the Charity was Limited by Guarantee, and the liabilities of the Trustees and Directors were negligible, claims have been made by creditors alleging that the Trustees mis-handling resulted in the Charities inability to pay all of its creditors. To date the claim has incurred costs of £6,000 though this figure has the potential to reach the policy limit of £250,000

### **20) Claim for alleged Discrimination**

An interviewee for a position at the charity alleges that he was unfairly discriminated against due to his race, and that the position was given to someone less suitable. Considerably defence costs were incurred in defending the allegation

## **TRAVEL INSURANCE:**

Many Organisations are involved in sending staff and/or volunteers abroad in the course of their work. Depending on the number and duration of trips over the year, the nature of the work being undertaken you will need either a Specific Trip policy or an Annual Business Travel policy.

It is essential that the Insurer knows that the trip is for business purposes, especially if any manual work is contemplated, as many Insurers will not provide cover for manual work.

A Policy is usually purchased as a standard package of benefits particularly if it is for a single trip. Annual policies can be a package of covers or tailored to your individual requirements.

Benefits would be expected to be as follows:

Medical Expenses	£5,000,000
Cancellation/Curtailment	£3,000
Personal Liability	£1,000,000
Personal Accident	£25,000
Baggage & Personal Effects	£1,500
Personal Money	£500
Loss of Passport	£200
Delayed Baggage	£200
Hijack	£1,000

Additional benefits can be built in for example to ensure that if someone has to return home early, a replacement can be sent out to continue their work. Cover for Kidnap and Ransom may also be advisable for travel to certain areas.

The Annual Business Travel policy has the advantage of flexibility, particularly when you don't know exactly how many trips may be made, but you want to ensure that all trips are covered. You don't have the worry of ensuring that you've arranged cover for each trip.

The cover is based on the fact that travellers will be UK domiciled and depart and return to the UK. Some Organisations may have staff based overseas for fixed terms, or who originate from other countries. It is essential that the cover for these personnel is arranged specifically with the Insurer's consent otherwise they are NOT likely to be covered. A separate policy may be required.

Similarly if periods of travel are going to exceed 31 days, the Insurer must be notified as longer periods of travel will probably attract larger premiums.

## **TRAVEL INSURANCE continued:**

To calculate a premium, the underwriter will need a “travel pattern” along the following lines:

	Europe	USA/Canada	Rest of the World
Trips up to 7 days			
Trips from 7-14 days			
Trips from 15-30 days			

The number of trips anticipated for each category are entered, and the underwriter calculates a premium. The policy will be subject to submission of an annual declaration of the actual number of trips made in each category, so you will need to set up an accurate recording system.

NB. There will be conditions relating to the medical fitness of persons to travel, and you will be required to refer to the underwriters any situation where an intended traveller has had recent medical attention. The exact terms and conditions may vary slightly from one Insurer to another but failure to comply may entirely invalidate the cover so it is essential that they be complied with in their entirety.

In this context, travellers also need to consider any health issues in their immediate family as a recurring illness of a spouse or child might necessitate the cancellation of a business trip. If the Insurer has not been made aware of the existence of such pre-existing conditions the claim for cancellation might not be met.

If you do opt for Single Trip policies, the Insurer will need to know:

1. Name and Date of Birth of the person(s) travelling.
2. Destination and duration of the trip.
3. Nature of Any work being undertaken during the trip.
4. Details of any pre-existing medical conditions and/or medication currently being prescribed.

N.B. If there is any medical history, or current medical treatment it is essential that you obtain clearance from the Insurer that they will provide full cover for the trip.

## **ENGINEERING INSPECTION AND INSURANCE:**

There are many areas where Organisations may have a need to arrange Engineering Inspections. In some cases, for example pressure vessels, or equipment used to lift people, there is a statutory requirement for the plant to be inspected.

The most common items in the Voluntary/Charitable sector are:

- Passenger Lifts
- Stair Lifts
- Vehicle Tailboard/Wheelchair lifts.
- Bath Hoists
- Canteen Steam Boilers
- Hot Water Heating Boilers
- Air Receivers
- Cafe Boilers

Arranging cover is simply a matter of providing the Insurer with a list of the number and type of items of plant, and the addresses where they're located. A quotation can then be obtained, which will be subject to VAT because of the Inspection aspect.

The plant items can also be covered against breakdown or sudden and unforeseen damage, whereby the Insurer also pays for the repair costs should any item of plant break down whilst in use.



“Damage might be sudden....but unforeseen?”

## **CONTRACTORS ALL RISKS INSURANCE:**

This provides cover on the contract works being undertaken say when a building is being altered or extended, refurbished or perhaps where a new building is being constructed.

It is intended to cover the actual contract works in the event that they are damaged during construction, and the work has to be repaired before the construction can be completed and the structure incorporated into the permanent property cover.

The existing structure will often need to be covered in the joint names of the Owner and the Contractor- it depends on the Contract terms agreed at the time.

Extensions to the cover will also cover plant and temporary buildings on the site, plus materials which have been delivered but not yet used in the construction.

In the case of Charities and Voluntary Organisations the most likely requirement will be for "Specific Contract" cover for a single project.

Underwriters will need to know the following:

- The nature of the contract – what work is being undertaken.
- The Conditions of contract – these are usually in standard form and will be stipulated by the architect in many cases.
- The total price of the contract.
- The duration of the contract.
- Whether there is a maintenance period, and its duration.
- The estimated hiring charges for any construction plant hired-in.
- The estimated value of any plant hired-in.
- The value and type of construction of any temporary buildings.
- Details of the arrangements for site security, and who is responsible therefor.

## **MOTOR INSURANCE:**

Many Organisations own one or more motor vehicles to enable them to carry out their duties, be it a Minibus or a private car. Some who may be involved in recycling or other types of project may have Special Type vehicles or may from time to time be loaned a vehicle for their work.

In any of these situations, the use of the vehicle will more than likely be governed by the Road Traffic Acts which require that any such vehicle be Insured for a minimum of Third Party risks as defined by the Acts.

## **PRIVATE CARS:**

If the organisation has the use of or owns a Private car then it must be insured in the name of the Organisation, with cover extended to include the use of the vehicle for the Organisation's business. Seem simple? Yes, but we have come across situations where the vehicle was insured in the name of the project manager, on an "any driver" basis.

The problem is that the vehicle would have been insured on a class 1 business use basis which allows business use by the insured – in this case the project manager, but only Social Domestic & pleasure use by the other drivers. Their use of the vehicle on the Organisation's business would therefore be **uninsured**, and they would be liable to prosecution for "**Driving without Insurance**".

For an Insurance policy to be valid, there must be "insurable interest", i.e. the Insured person must have some valid financial interest in the subject of the Insurance – the car.

If the car belongs to the Organisation, the project manager does not stand to lose personally from the loss or destruction of the vehicle therefore he/she has **no** Insurable Interest in it. This is why it must be insured in the name of the Organisation.

Vehicles should be equipped with a First Aid kit, and a suitable Fire Extinguisher in accordance with Health & Safety best practise.

## **USE OF PERSONAL VEHICLES:**

In many cases employees or volunteers of the Organisation may use their own personal vehicles in the course of their work for the Organisation. It is essential that they ensure that their own policy provides cover for this. You should therefore ensure that employees or volunteers who use their own vehicles, obtain written confirmation from their Insurers that the policy covers the use for their duties on behalf of the Organisation, and a copy of the letter should be retained on file.

**N.B.** Since August 2011, the majority of the Motor Insurers in the UK market agreed that they would no longer require policyholders to arrange full Business use cover to enable them to use their cars for "Voluntary work" in the community.

See **[www.abi.org.uk](http://www.abi.org.uk)** - Consumer Information, General Insurance – Volunteer Drivers, for further information.

## **MOTOR INSURANCE continued:**

### **GENERAL:**

Strictly speaking, you should also keep written records confirming that the personal vehicles are properly and regularly serviced and maintained as you still have a duty to ensure that employees or volunteers have a safe environment in which to work.

As a matter of good practise, you should have a system in place for regularly checking the Licences of all those who may drive – usually annually. A record of the check or copy of the licence should be kept on file and any convictions shown on the licence must be communicated to the Insurer otherwise there is a risk that claims may not be met or worse the policy may be voided by the Insurer for non-disclosure.

You should have a “Policy“ in place for the use of vehicles on the Organisation’s business. The policy should clearly state the basis on which vehicles may be used, by whom and for what purposes. Anyone who may drive should be given a copy of the policy and should be asked to sign an acknowledgement of it and their understanding of the conditions laid down in it.

Vehicles should be serviced and maintained in accordance with the manufacturers’ guidelines and records kept of all such work carried out.

Special Type vehicles for example Fork Lift Trucks should only be driven by persons who have received specific training in their use, **and** only after a complete risk assessment has been carried out on the circumstances of their use and their area of operation. (Statutory Engineering Inspections will also have to be arranged for the lifting mechanism).

If you own or are likely to operate a Minibus, drivers should undergo training for example the “Midas” scheme.

Minibuses owned by one Organisation are frequently loaned or hired to other Organisations who cannot afford a vehicle of their own, but can contribute to the running costs of the vehicle. If your Organisation loans or hires their minibus then ensure that the Insurer is advised of this and agreed to the circumstances. Some Insurers will not permit such loan or hire, and you would run the risk of the vehicle being uninsured.

### **NON-STANDARD VEHICLES:**

Some Organisations may acquire converted vehicles such as buses which have been fitted out as “classrooms” or “play areas”, and the road risk is confined to the movement of the vehicle from one location to another without any passengers.

The vehicle is then used at various locations to provide classroom or play facilities. Again because of the nature and size of the vehicles they should only be driven by persons who have had appropriate training and experience of so doing.

## APPENDIX 1

### HOW TO CARRY OUT A RISK ASSESSMENT

#### Introduction

Risk assessments are not difficult, but they do take time. It is sensible, therefore, to spread the load as far as is possible and for people to carry out risk assessments in their own particular area, where they best know about any hazards.

For example, the office manager should look at the offices, the sales manager any retail outlets, the distribution manager the warehouse etc. The process should be overseen and co-ordinated by the person who has overall responsibility for health and safety.

Systematically look at each area of the premises and note all of the hazards and risks, and any existing safety measures. Note also any person who may be specifically at risk. You must then note any additional safety measures or “controls” which will reduce those risks as far as possible. As well as the interior of the building, you must also look at the yards, car parks and other external areas.

In order to help you, a checklist is given below of common hazards which you should look for in each area being assessed. If any of these hazards are present, then record them and what you need to do about them. Look for any other hazards which may not be included in the checklist, such as specific activities or pieces of equipment which may cause harm.

In addition to the risks arising from buildings you must also carry out risk assessments for activities away from you premises such as visits, outings and fundraising activities.

You can calculate a risk rating in order to prioritise the implementation of the additional safety measures required.

**It is not absolutely necessary to calculate the risk rating, in which case omit the likelihood, severity and risk rating columns and note any existing safety measures and any additional ones which you decide to implement.**

**Any risk which could result in a fatality MUST receive priority attention.**

#### Risk Assessment checklist

##### 1 Accidents and First Aid

- Provision of First Aid Equipment
- Persons with First Aid training
- Procedures to deal with accidents
- Transport arrangements to hospital
- Examine existing arrangements and assess what is needed

## HOW TO CARRY OUT A RISK ASSESSMENT continued

### 2 Fire Safety

- Combustible materials, flammable liquids and accumulations of waste
- Heaters, smoking and other sources of heat or ignition.
- Provision of fire exits, escape routes and signage
- Provision of fire detection equipment and fire fighting equipment
- Evacuation plans

### 3 Electrical Safety

- Condition of fixed electrical installation, including switches and sockets
- Condition of portable electrical appliances including leads and plugs
- Use of unauthorised electrical appliances and temporary wiring
- Mechanical damage to wiring

### 4 Gas Safety

- Condition and maintenance arrangements for fixed gas boilers and heaters
- Condition and arrangements for use, including storage and changing of cylinders for portable Liquid Petroleum Gas heaters

### 5 Control of Hazardous Substances

#### Internal

- Cleaning materials
- Paints, solvents, adhesives and other chemicals
- Types, amounts, storage arrangements
- Fumes and dusts
- Provision of personal protective equipment

#### External

- Pesticides, herbicides, petrol
- Types, amounts, storage arrangements
- Provision of personal protective equipment

## HOW TO CARRY OUT A RISK ASSESSMENT continued

### 6 Plant and Machinery

#### Internal

- Woodworking machinery
- Metalworking machinery
- Lifts, hoists and other lifting equipment
- Ladders and scaffolds including storage and accessibility
- Display screen and computer equipment
- Any other machinery and equipment

#### External

- Forklift trucks
- Lawnmowers, gangmowers, strimmers etc.

### 7 Slips, Trips and Falls

#### Internal

- Loose carpets, rugs mats and other floorcoverings
- Loose and uneven tiles, stone paving and floorboards
- Trailing leads and other obstructions
- Spillages of oils, water and other liquids
- Worn, steep and uneven steps and stairs
- Inadequate lighting, lack of handrails

#### External

- Uneven and poorly maintained yards, car parks, paths and steps
- Potholes, tree roots and unprotected drops
- Long grass and undergrowth
- Poor drainage of paths and growth or algae
- Inadequate lighting and lack of handrails

### 8 Lighting

#### Internal

- Adequacy of Lighting
- Pay particular attention to stairs, steps, cellars and basements

#### External

- Paths, steps, drives, car parks, boiler room steps and entrances

## HOW TO CARRY OUT A RISK ASSESSMENT continued

### 9 Falls from a Height

#### Internal

- Arrangements for light bulb changing
- Mezzanine floors
- Use of unsecured ladders
- Unprotected openings and walkways at high level

#### External

- Clearing of gutters and valleys
- Low parapets and balustrades

### 10 Food Hygiene

- Extent of food preparation
- Nature of foods to be prepared and stored
- Areas used for food preparation
- Facilities for washing and preparation of foodstuffs
- Facilities for storage of foodstuffs
- Experience, training and competence of food handlers

### 11 Manual Handling

- Moving and lifting of stock, plant and other equipment
- Numbers required
- Specialist equipment needed

### 12 Display Screen Equipment

- List all computer equipment
- Who uses it and for how long
- Check seating, work station, screen, software

### 13 Hazardous Buildings/Glazing

- Loose brickwork, stonework, falling masonry, slates, tiles, gutters, flagpoles
- Detail any glass in windows below waist height and in doors or beside doors below shoulder height which is not safety material or protected against breakage
- Narrow panes up to 250mm need not be included
- Check if any asbestos present

## HOW TO CARRY OUT A RISK ASSESSMENT continued

### 14 Personal Safety

- Lone working
- Handling of cash
- Means of raising an alarm or summoning assistance

### 15 Other Activities and Hazards

- Events, exhibitions, work away etc
- Age related hazards (Children/Elderly)
- Disability access/provision
- Fetes, sponsored walks, fundraising activities
- Look for and note any other hazards which could cause someone harm which are not included in the above checklist

## Risk Assessment Calculator

You need to grade both the likelihood and the severity from 1 to 3. The grades are then multiplied together to give a risk rating.

### Likelihood

The likelihood of something happening can be graded as:

- 1 = Low (Seldom likely to occur)
- 2 = Medium (Frequently likely to occur)
- 3 = High (Certain or near certain to occur)

### Severity

The severity of injury if something does happen can be graded as:

- 1 = Low (Minor cuts and bruises)
- 2 = Medium (Serious injury or incapacitation for 3 days or more)
- 3 = High (Fatality or a number of persons seriously injured)

Having assessed both the likelihood and severity, a risk rating can be calculated by multiplying the likelihood by the severity. This will give a rating from 1 to 9.

(More sophisticated models can be made by increasing the gradings from say 3 to 5 which will produce a more finely tuned rating from 1 to 25)



### HOW TO CARRY OUT A RISK ASSESSMENT continued

Under Additional Controls you should note the measurements that are needed to reduce the risk to an acceptable level and record when they have been implemented.

Hazards/Risks	Existing Controls	Likeli- hood L	Severity S	Risk Rating L x S	Additional Controls

**HOW TO CARRY OUT A RISK ASSESSMENT continued**

Hazards/Risks	Existing Controls	Likeli- hood L	Severity S	Risk Rating L x S	Additional Controls

## **APPENDIX 2.**

### **DISASTER RECOVERY or BUSINESS CONTINUITY PLANNING:**

If a serious loss occurs, the long term effects can be devastating, in many cases leading to closure of the Organisation. The speed with which an Organisation can deal with the initial effects of the loss can have a huge impact on whether or not they recover and continue to operate.

The size and complexity of the Organisation will determine to a large extent how detailed the plan will need to be.

Risk Assessment: Identify the potential threats, which may result in an Interruption to the activities of the Organisation. – Many of these will be the very perils for which you arrange Insurance cover e.g. Fire, Storm Theft etc.

Assess the impact of each on the Organisation and the likelihood of its happening. The Objective of your plan is to have a strategy in place to minimise the effects of any loss by proceeding in a structured manner which allows a smooth recovery to be achieved.

A Co-ordinator should be appointed who will have the responsibility overall for implementing the plan. Other key staff will also need to be appointed as necessary with specific tasks delegated to them, thus spreading the load and allowing faster reaction to the incident. Everyone with responsibilities for implementing the plan should have a copy of it (Off-site) so that they can refer to it as necessary.

A detailed list should be prepared showing the names, addresses and telephone numbers of all your suppliers including contractors who carry out your normal repairs and maintenance. In the event of a loss they can then be quickly and easily contacted to order replacement equipment or repair work.

In the most extreme case you will need to consider what you would do if your premises are totally destroyed.

Considerations will be:

- Availability & Cost of suitable alternative premises.
- Whether they will require additional facilities/improvements
- Availability of replacement equipment and furnishings.
- Access to your Insurance Documents.
- Advertising your new whereabouts and modus operandi
- Reprinting and stationery costs.
- Whether the interruption will be short or long term

## **APPENDIX 2. continued**

### **DISASTER RECOVERY or BUSINESS CONTINUITY PLANNING:**

The essence of the plan is to be able to react smoothly to minor or major problems with the minimum of disruption to the service that you provide. We all rely more heavily than we realise, on Computer Systems and their records. Taking daily back-ups and storing back-up materials securely off-site is one of the most effective measures that you can take to protect the future of the Organisation.

## **APPENDIX 3.**

### **VOLUNTEERS:**

Many Organisations use a form of Contract when taking on Volunteers, to formalise the relationship and clarify what each party can expect from the relationship. Unless this is done with extreme care it is highly likely to be viewed by a court as a contract of service, and thereby will accord the same rights to the volunteer as enjoyed by an employee.

Payment of any form of regular allowance may also be construed in a similar light by a court. If out of pocket expenses are paid, then they should be paid as and when incurred, subject to the production of the relevant supporting evidence, and full records kept to verify the fact.

## **APPENDIX 4.**

### **ADDITIONAL GUIDANCE NOTES**

We are indebted to the Ecclesiastical Insurance Office plc for allowing us to reproduce their "Guidance Notes for Charities in this section of the Encompass Guide.

#### **SALE OF SECOND-HAND GOODS**

##### **Introduction:**

Each year many dangerous items (particularly electrical items) are "generously donated" to jumble sales and charities with the end users often being the most vulnerable members of society. Whilst these items are given with the best of intentions, the end result could be injury or possibly death. These guidance notes are designed to help you avoid accepting the most hazardous items and to ensure the safety of those who purchase from you.

##### **Sale or Supply as a Main Business**

If you sell or supply second-hand goods as the main or as a substantial part of your business you should follow the guidelines noted below.

#### **FURNITURE & SOFT FURNISHINGS**

The Furniture and Furnishings (Fire) (Safety) Regulations 1988 govern the sale and supply of new and second-hand furniture and furnishings. The law applies to retailers, second-hand shops and charity shops as well as auctioneers.

The regulations apply to upholstered domestic furniture, including settees chairs, bed bases, mattresses, headboards, stools, dining chairs, sofa beds and garden furniture suitable for indoor use. Nursery items such as prams, pushchairs, playpens cots and carrycots are also included. Cushions and pillows are controlled as well as loose covers for upholstered furniture.

Any furniture manufactured and sold since 1990 should comply with the regulations. Any upholstered furniture made before 1950 is totally exempt even if it has been re-upholstered.

You should be able to tell that furniture complies with the Regulations as a "permanent label" should be attached to the item. This is normally headed "CARELESSNESS CAUSES FIRE" and then states that the item complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988. It also explains in detail that the various components comply with the relevant ignitability tests.

Beds and mattresses do not have to have the permanent label but usually have some indications that the Regulations have been met such as a blue "BS 7177:1991" label claiming compliance and showing the date of manufacture. As a guide, furniture and furnishings manufactured between 1950 and 1990 should not be accepted for sale.

## **ELECTRICAL APPLIANCES**

Heating appliances and electric blankets should not be accepted. There is a substantial risk of these items being faulty and possible serious injuries or death may result from their use.

Other electrical items may be accepted for sale provided that you have them inspected and tested by a competent person such as a suitably qualified and experienced electrician (preferably a member of the National Inspection Council for Electrical Installation Contracting (NICEIC) or the Electrical Contractors Association (ECA)) before the goods leave your control. A register should be kept of all items inspected including date inspected, description and any serial numbers. The item should also be tagged to show that it has been inspected.

## **GAS APPLIANCES**

These items may be accepted for sale provided that you have them inspected and tested by a competent person such as a gas installer registered with the Council for Registered Gas Installers (CORGI), and a record is kept of all items inspected including date inspected, description and any serial numbers. The item should also be tagged to show that it has been inspected.

## **TOYS**

Toys including second-hand toys, must comply with the Toys (Safety) Regulations 1995. It is now an offence to supply a toy that does not carry a CE conformity marking. Details must be included of the name, trade name or trademark, and address of the manufacturer if they are established in the Community, or the importer if appropriate. The use of the CE marking is confirmation that all the provisions of the Regulations have been complied with.

Electrically operated toys (other than battery toys ) must be inspected prior to sale by a qualified and experienced person in the same way as for other electrical items and details recorded as noted above. Any other toy must be inspected prior to sale by a suitably trained and experienced person to ensure it complies with all the relevant regulations. Guidance can be obtained from your local Trading Standards Officer.

## **CHILDREN'S CLOTHING**

In order to prevent injury and possible strangulation in children, the Children's Clothing (Hood Cords) Regulations 1976 prohibit the sale or possession of a child's outer garment with a hood, where a hood cord is fitted. This includes second-hand clothing. The regulations apply to raincoats, overcoats, anoraks and other garments suitable for outerwear. This includes tracksuit tops.

To see if the regulations apply, fasten the garment and lay it out as flat as possible. If the chest measures less than 44cms (approx 17.5 inches) then the garment must not be fitted with a hood cord.

All clothing should be checked to see that it is clean and safe for someone to wear.

## **OCCASIONAL SALES OF GOODS AT FETES & JUMBLE SALES**

You should try and follow the guidelines given on the previous page as far as possible, but it may not be practical to arrange a professional inspection of electrical or gas equipment. In these circumstances refuse to accept donations of electrical or gas appliances.

For toys and other items, use common sense. A responsible person should be appointed to check through the items prior to sale to eliminate any which seem dangerous by their nature or condition.

## **APPENDIX 4.**

### **ADDITIONAL GUIDANCE NOTES**

#### **PREPARATION AND SALE OF FOOD**

##### **Introduction**

Following the introduction of recent legislation, there has been a great deal of confusion over the position of charities with regard to the provision and sale of food, particularly where this has been produced by voluntary helpers.

Provided that certain basic precautions are followed, there is no reason whatsoever why charities should not be involved with the preparation and sale of food.

This may range from the one-off annual event such as a fete, a weekly coffee morning or lunch, or a full scale catering operation providing a large number of meals on a daily basis. Different considerations apply depending on the scale of the operation, and these are outlined below.

##### **What the Law Says**

The law relating to food safety is covered by the Food Safety Act 1990 and regulations made under it.

The Food Safety Act makes it an offence for anyone to sell or process for sale, food which is:

- harmful to health
- contaminated to such an extent that it would be unreasonable to expect it to be eaten
- falsely described, advertised or presented
- not what the customer can reasonably expect

The things you must do to comply with the Food Safety Act are contained in the regulations below.

##### **Food Safety (General Food Hygiene) Regulations 1995**

These cover the basic requirements for safe premises, general food hygiene, personal hygiene, and training of food handlers. Everyone involved with food handling must have received training in basic food hygiene. More detailed information is given below.

##### **The Food Safety (Temperature Control) Regulations 1995**

These regulations apply to the requirement for temperature control to all types of food which, without it, might support the growth of harmful bacteria or the formation of toxins.

## **Product Specific Regulations**

There are a large number of specific regulations relating to various foodstuffs such as dairy products, eggs, poultry and shellfish.

## **Premises which are only used occasionally for Food Preparation**

The Food Safety (General Food Hygiene) Regulations 1995 require that premises which are used occasionally for food preparation such as church halls, and moveable or temporary premises such as marquees, follow the guidance for temporary premises. The Industry Guide to Good Hygiene Practice published by Chadwick House Group sets out in detail a guide to compliance with the Regulations, and gives advice on good practice. The following is a summary of some of the main requirements.

- Anyone using the premises must have regard for other activities that have previously taken place in the premises. If these present a risk of food contamination, the premises should be thoroughly cleaned and, if necessary, disinfected before food preparation begins.
- Food contact surfaces must be in a sound condition, clean and easy to disinfect.
- There must be a basin or basins for handwash only, provided with hot and cold water, soap or detergent and a means of hand drying.
- Protective clothing must be provided, and high standards of personal hygiene maintained. Any wounds must be covered with a brightly coloured waterproof dressing.
- It is good practise for ALL visitors to a kitchen to wear protective clothing including hats if they present a risk of contamination.
- Hot and cold water must be available for washing tools and equipment together with a supply of detergent. It is good practise to use separate sinks for food washing. Where this is not practicable, the sink should be cleaned and disinfected between different activities.
- Adequate facilities must be available for maintaining and monitoring suitable food temperatures. In most circumstances, foods which need temperature control for safety must be held at either HOT (at above 63DegC) or CHILLED (at or below 8DegC),

For hot food holding, insulated boxes will only be effective over short periods of time. For chilled storage mechanical refrigeration equipment will normally be needed to achieve satisfactory temperatures. Ready-to-eat foods must be kept away from raw foods that may contaminate them both in storage and preparation.

### **Premises used for the regular preparation of food**

If meals are produced on a regular basis, in addition to the requirements outlined above, other regulations apply.

It may be necessary to provide separate sinks for food preparation and equipment washing if the volume of preparation in the kitchen demands it.

There may be a need for mechanical ventilation.

### **Food Premises (Registration) Regulations 1991**

If food is provided for five or more days in any five consecutive weeks you must advise the local authority about any premises you use for storing, selling, distributing or preparing food. The majority of premises will have to be registered. However certain premises may be exempt. You should contact your Local Authority Environmental Health Officer to check whether or not you need to register.

### **Further Information**

Details are given below of various publications providing more information. Further advice and information can be obtained from your Local Authority Environmental Health Department.

- Food Safety (General Food Hygiene) Regulations 1995.  
Industry Guide to Good Hygiene Practice. Catering Guide  
ISBN 0900 103 00 0

Available from HMSO Bookshops or direct from Chadwick House Group Publishing Dept. Tel: 020 7827 9928.

A number of free leaflets covering all aspects of food safety are available from the Food Standards Agency Tel: 0845 6060667

## **APPENDIX 4.**

### **ADDITIONAL GUIDANCE NOTES**

#### **WORKING ABROAD:**

Many Organisations have occasion to send staff and or volunteers abroad in the furtherance of their work, and special consideration will have to be given in these circumstances to ensure their safety. Different customs, health standards and crime rates all present potential challenges depending on the area to be visited.

Your responsibility for personnel who go abroad does not end when they leave the UK, and you will in fact have to exercise even greater care and thought into the Health & Safety issues which arise. You are that much further away from them and so even providing quite basic welfare or support may be difficult.

If someone is travelling just to attend a meeting or conference then you will probably have the appropriate Insurance cover for your liabilities as part of your normal Insurance arrangements. You will still need to arrange Travel Insurance to cover Medical Expenses, Cancellation etc. (An E111 Certificate does not entitle travellers to other EU countries to receive the full benefits that they might at home and should not therefore be relied upon).

A full Risk Assessment should be carried out and the risk factors identified.  
Principal considerations will be:

#### **Location:**

Communications, accommodation, medical facilities, type of work being undertaken, working conditions and practises. (There may not be the same legal safeguards and protocols which exist here in the UK but that doesn't relieve you of your responsibilities towards your employee/volunteer).

#### **Psychological Profile:**

The type of person best suited to the situation once you have assessed the above.

#### **Logistics:**

Given the assessments above, what additional support if any will be required and how will it be delivered.

#### **Insurance:**

Travel Insurance will be required and you must ensure that it covers the business being undertaken, particularly if it involves manual work which is NOT automatically covered by most travel policies.

The scope of the cover may require further consideration – depending on the location – should Kidnap or Hi-jack cover be included?

Employer's & Public Liability covers may need to be extended to include the overseas work as again this is not automatic. If the person is going to be working under the control of a local organisation then you need to check that they have the appropriate Insurance cover in place and that they are taking full responsibility for your employee/volunteer whilst under their control.

**Vaccinations & Health Checks:**

If the person(s) travelling will be overseas for any length of time they should undergo a medical check up 4-6 weeks before leaving and arrange to have any vaccinations which may be required for visitors to that area.

**Security & Local Legislation:**

Wherever possible you should be alert at all times, and have some knowledge of local customs and laws. When arranging accommodation, ideally have a room situated between the 3<sup>rd</sup> and the 6<sup>th</sup> floor of a hotel. Lower floors are an easier target for thieves to access and escape, higher floors may present problems for the traveller in the event of a fire.

Care should be taken in the use of Taxis, pre-book them and sit behind the driver if travelling alone. Do NOT share taxis with people unknown to you.

## **APPENDIX 4.**

### **ADDITIONAL GUIDANCE NOTES**

#### **USE OF LADDERS**

##### **Introduction**

Every year, many people are injured, some fatally, while using ladders. A fall from as little as two metres can be fatal. More than half the accidents occur because ladders are not securely placed and fixed. A ladder is a means of access, not a safe working platform. Ladders should only be used for minor jobs of short duration which only require the use of one hand so that the other hand can be used to hold onto the ladder.

##### **Alternative Means of Access**

See whether an alternative means of access is more appropriate. If possible use a mobile scaffold tower or a mobile elevated working platform (cherry picker). Consider using contractors who have the proper equipment rather than trying to do the work yourself.

##### **Ladders Standards**

Only ladders which meet the appropriate British or European standards should be used. BS 1129: 1990 applies to wooden ladders, BS 2037: 1994 applies to metal ladders, and BSEN/131 applies to both.

The maximum permitted load must not be exceeded.

Class 1 (Industrial) ladder – the maximum static vertical load is 175Kg.

Class 3 (Domestic) ladder – the maximum static vertical load is 125Kg.

##### **Choice of Ladder**

Ensure the ladder is suitable for the job it is required for, is of the correct construction material, and the appropriate length. Ladders should not be painted as this can hide defects.

For electrical work, only use ladders of a non-conductive material.

Allow one metre of ladder length above the highest rung you use. Never stand on the top four rungs.

We would suggest that ladders are not used for work in excess of 5 metres.

##### **Step Ladders**

Step ladders are suitable for small jobs of short duration where it is not possible to rest a ladder against a wall or other support. They should only be used for minor maintenance at a height not exceeding two metres. The step ladder should have an "A" frame with a

small working platform at the top which can be used to hold tools and materials. The platform should never be used to stand on. There must be a mechanism to prevent the legs from spreading out and a safety catch to prevent the joint opening. They must be placed on firm level ground. The height of the steps should not exceed three times the width of the base.

### **Routine Checks**

Before use the ladder should be checked to ensure that the general condition is sound and that it is clean and dry, free from wet paint, oil, mud or other slippery substances.

In addition, checks should be made to ensure that there are:

- No cracks
- No rungs missing, bent or loose
- No stiles (outside uprights) damaged or bent
- No warping or splitting of wooden ladders
- No corrosion of metal ladders
- No sharp edges (metal) or splinters (wood)
- Foot pads, caps and other rubber fittings in place and sound

### **Safe Positioning**

The ladder should be placed on a firm level, dry surface. Where this is not possible, for example working on grass, the feet should be tied to stakes in the ground to stop slipping and a large flat board placed underneath the feet to prevent them sinking into the earth.

The ladder should only be set against structures capable of supporting the load that will be imposed upon them.

Ensure that the ladder cannot be knocked over by passing traffic. Exclusion zones may be necessary to ensure that unauthorised people do not pass underneath the ladder.

The ladder should be set at an angle of 75Deg, that is one unit of measure out from the wall, or support for every four units of measure up.

### **Securing the Ladder**

Both the bottom and upper part of the ladder should be secured by tying from the stiles to fixed objects. If ladders are frequently required to be used in the same position, then permanent ladder ties should be located into any suitable nearby masonry or brickwork. If it is impossible to secure the ladder in this way, then an able bodied adult should “foot” the ladder by standing with one foot on the bottom rung and holding the stiles in each hand.

Extension ladders should have an overlap of at least three rungs.

Consider the use of proprietary ladder stabilisers. Suitable devices are available from Ladder Safety Devices Ltd. Tel: 01825 872256.

### **Safe Use**

When using a ladder the following should be considered:

- Keep your body facing the ladder at all times, centred between the stiles
- Don't reach too far forwards or sideways or stand with one foot on the ladder and one on something else
- Do not over-stretch. Climb down the ladder and move it however time-consuming this might be
- Keep both hands free to hold the ladder as much as possible. If you need to carry tools use a shoulder bag, belt holster or belt hooks. Use a rung hook for hanging a paint pot
- Hold onto the ladder with one hand when working
- Wear strong flat shoes or boots with dry soles and a good grip
- Do not wear sandals, slip-ons or have bare feet
- Do not use a ladder in strong winds or if it is raining
- Only use a ladder if you feel completely confident

### **Routine Maintenance**

Ladders should carry an identification number and a maintenance log should be kept.

As well as an inspection every time prior to use, an inspection and maintenance schedule should be employed to ensure every ladder is thoroughly inspected on a regular basis, depending on the environment where it is used and stored and the frequency of use. If any defects are found the ladder should be withdrawn from use, suitably labelled and segregated for repair or safe disposal.

Cords, chains and ropes should be checked and replaced if defective, and pulleys should be lubricated regularly. Missing or defective pads or sleeves should be replaced.

All ladders should be cleaned regularly before being stored. Climbing or gripping surfaces should be free of oil, grease, mud or other slippery substances.

Timber ladders may be coated with transparent non-conductive finish such as varnish, shellac or a clear preservative but not any opaque covering such as paint. Aluminium equipment should be given an adequate protective coating when it is subject to acids, alkalis or corrosive substances.

## **APPENDIX 4.**

### **ADDITIONAL GUIDANCE NOTES**

#### **PLANNING AN EVENT**

##### **Introduction**

The organisation of events has long been a method used by charities for fund-raising and in the main, has proved to be very successful. However, without adequate planning and organisation, the running of such activities can lead to accidents and injuries.

The following is designed to give some insight into the areas to be considered when organising such events, but should not be considered exhaustive.

##### **Legislation**

All entertainment events are classed as work activities and therefore are subject to the Health & Safety at Work Act and the various regulations passed under it. In addition, licensing legislation may also apply. An event organiser has a duty to ensure that any premises (including churchyards or other open spaces), has a means of access and egress, and any plant, equipment and substances are safe and without risks to the health of any employees, volunteers or visitors.

A common duty of care also arises under the Occupiers Liability Act 1957 to ensure that visitors will be reasonably safe in carrying out the activities for which they were invited or permitted to be at the event.

Remember that the Health & Safety Executive (HSE) now regard persons who make use of volunteers as employers, and volunteers as employees. The same level of training, information and protection must be provided to both employees and volunteers.

##### **Insurance**

The cover provided by your policy is only intended for mainstream fund-raising, such as social activities or events, but not those where there is a high risk of serious injury.

If you are planning any event which includes activities of a hazardous nature such as abseiling or bungee jumping then you must notify your Insurers and ensure that adequate cover is in place before the event takes place.

If outside contractors are employed to provide major attractions, the event organiser should check with the attraction provider that he/she holds adequate public liability insurance with an indemnity limit not less than that of the organiser's own insurance, and that the event organiser is indemnified as a "principal" under the contractor's policy. A copy of the attraction provider's policy should be obtained.

Persons who are not members of your Organisation but who are asked to run side-shows such as rides, stalls, displays and the like, should provide their own public liability

insurance to cover both property damage and accident or injury to members of the public.

### **Contractual Agreements**

You should carefully check any contractual agreements in connection with attraction providers or the hiring of premises or equipment. Despite the Unfair Contract Terms Act, some conditions observed recently have endeavoured to place onerous responsibilities upon the event organiser, which should have been catered for by the suppliers' own liability insurance.

### **Communications**

There should be clear lines of communication between those involved in organising an event and individuals should have clearly defined areas of responsibility.

If the event is spread over a large site, or over more than one floor of a building, the establishment of a central control point could prove useful, with a specified person to take overall control and with responsibility to summon the emergency services.

The location of the nearest accessible telephones should be known, or a fully charged mobile telephone should be provided.

Consideration needs to be given as to how the organiser will communicate with the public attending the event, particularly if the event is in the open air.

### **Planning the Venue**

Organisers need to consider the suitability of the proposed venue. Whilst the owners of any buildings and land that are used have a responsibility to ensure that their property is safe, it is the organisers who have a primary responsibility for initially choosing venues that are suitable in terms of size and access.

The following need to be considered:

- Are buildings large enough with sufficient entrances and exits for the numbers anticipated?
- Are the exits clearly marked?
- Are sufficient fire extinguishers provided?
- Do exhibitors or stallholders need to bring in equipment?
- Are doorways wide enough to accommodate such equipment?
- Are there awkward steps or corridors to negotiate?
- Are there sufficient numbers of people to help unload?
- Will vehicles need to be brought close to the entrance and what are the traffic implications?

The local Fire Prevention Officer should be contacted to ensure that the proposed use is acceptable and that there is no breach of any fire regulations. The owners of the

property should confirm that there is no breach of any lease, tenancy or any similar agreement.

### **Manual Handling**

A risk assessment must be carried out of all manual handling tasks. Manual handling must be avoided if at all possible or mechanical handling aids such as trolleys used for moving heavy equipment.

If chairs and tables need moving or setting up, there should be sufficient numbers of able-bodied people to assist. The poor handling of loads is one of the major causes of back injuries and permanent disablement. People with a history of back problems should not undertake heavy lifting activities.

The erection of temporary staging and lighting gantries must only be undertaken by trained professionals.

### **Electrical Installations**

All electrical installations must comply with the Electricity at Work Regulations 1989 and must be installed by a recognised authorised and qualified electrical contractor in accordance with BS7671:1992 Requirements for Electrical Installations (IEE Wiring Regulations).

Only electrical contractors enrolled with the National Inspection Council for Electrical Installation Contracting (NICEIC) or the Electrical Contractors Association (ECA) should be employed.

Persons bringing portable electrical appliances onto the site must be able to show that the equipment is correctly maintained and has been subject to routine inspection and testing.

### **Crowd Control**

Crowd Control is an important factor in accident prevention and attention to detail during the planning stage will assist a smooth, accident-free event. Consideration should be given to the following:

- Parking facilities for both entertainers and visitors.
- Vehicle and pedestrian entrances and congestion.
- One way systems, pressure points, queues etc.
- Adequate means of escape including checking that fire exits are unlocked.
- Cordoning off hazardous areas.
- Provision of adequately trained marshals.
- Emergency evacuation procedures.

### **First Aid**

A risk assessment must be undertaken as to the extent of First Aid provision required. This will be based on the numbers attending and the nature of the activities. Provision may range from a simple First Aid box to a number of trained First Aiders or attendance by St John Ambulance. All marshals and others in control must be made clearly aware of the extent and location of First Aid facilities. An emergency plan must also be in place in the event of someone having to be taken to hospital or needing to receive emergency treatment.

### **Food and Drink**

See "Preparation and Sale of Food".

Where cooking takes place, a check should be made on the method of heating, i.e. bottled gas, and its associated hazards. Mobile food vans and trailers must not be located where they could be a hazard, or put children at risk from moving traffic. Particular care needs to be taken with deep fat frying.

### **Alcohol**

Alcohol is a major contributor to many serious accidents. If the event features potentially hazardous activities, the sale of alcohol should be restricted or banned altogether.

### **Animals**

If animals feature as part of the event (donkey rides, pet shows, obedience trials, for example), there needs to be adequate separation between the public and the animals, and provision must be made for the welfare of the animals and their separation and supervision. Consideration should be given as to whether visitors (as opposed to competitors or those displaying) should be allowed to bring dogs and how they should be controlled.

### **Fairground Rides**

These should be provided with a Safety Test Certificate. The event organiser should liaise with the ride operator to ensure that the requirements laid out in the relevant HSE Guidance Note can be fully met.

### **Cash Handling**

Consideration must be given before the event to the handling of cash and the security of those involved in collecting and banking money. Every stall or attraction should be provided with a cash box of some kind in which to collect entry charges and payments. A float will be required for each cash collection point at the start of the event and takings must be removed on a regular basis during the course of the event so that large sums of cash do not build up. If admission and other charges are set at a round amount this avoids the need for large amounts of small change. Selling tickets in advance will reduce the amount of cash you have to handle on the day itself. A secure place must be decided upon in advance in which to collect cash and count it prior to banking. A safe could be used to keep cash overnight before banking the next day. Check with your Insurer that your safe is suitable for the amount you wish to keep in it. If it is considered

safe to do so, you could make use of a bank night safe facility. Ideally a professional security company should be used to collect cash on the same day. Remember the safety of people is always more important than the protection of money.

### **Dangerous Activities**

It is incumbent upon the event organisers to take all reasonable steps to ensure the safety of participants as far as possible.

Many of these activities are operated through Codes of Practice, HSE Guidelines, Trade Association Guidelines, Government Regulations and Health & Safety Executive Guidance Notes.

A check should be made with the operator to establish if such controls exist and if so, that they are followed. Where there is any doubt the activity should be abandoned.

In the event that any dangerous activity is to be organised, your Insurer must be advised as public liability cover will not be automatic.

The following is a list of potentially dangerous activities:

Rock climbing, Abseiling, Canoeing, Jet-Skiing, Water-Skiing, Swimming, Pony-Trekking, Sub-Aqua Diving, Dry slope Skiing, Clay-pigeon shooting, Archery, Horse-riding, BMX cycling, Assault course, Barfly jumping, Bungee jumping, Pole climbing, Caving, Parachute jumping, Ballooning, Gliding, Flying, Bonfire & Fireworks displays or similar, Driving of any vehicle by persons who would not be allowed to drive such a vehicle on the public highway.

The list is not exhaustive and any other activity which you consider may be dangerous must be notified your Insurers.

## **APPENDIX 4.**

### **ADDITIONAL GUIDANCE NOTES**

#### **VISITS AND OUTINGS**

##### **Introduction**

Visits and outings play an important part in the life of many charities, giving people the opportunity to undertake activities away from their normal surroundings. Outings can range from a simple trip to the shops, to a day out, to holidays lasting a week or more.

Whilst outings can be extremely beneficial, they must be carefully planned to ensure that all eventualities have been considered and things go smoothly and according to plan.

##### **Risk Assessment**

Visits and outings are no different to any other activity and the undertaking of a risk assessment is the starting point to ensure that potential risks are identified and the appropriate control measures put in place.

Whilst a desk exercise could be undertaken for the simplest of visits, where the assessor is familiar with the trip to be undertaken, there is no substitute for a practical exercise. In most cases it will be necessary for the assessor, accompanied by colleagues where appropriate, to carry out a “test run” in order to identify all of the potential hazards which may be encountered.

The findings of the risk assessment will need to be recorded and the procedures which are put in place will then need to be monitored and adjusted as necessary based on the actual experiences of the trip itself.

##### **Areas to be considered when undertaking the risk assessment**

The risk assessment will particularly need to consider the following areas and the findings recorded. Some of these will be generic in nature and will apply in all cases irrespective of the nature of the trip. In other cases however, the specific nature of the trip will need to be considered and the control measures modified accordingly.

##### **Staff-Volunteer/Client Ratios**

It is of the utmost importance that there are sufficient members of staff and/or volunteers to cope with the numbers of clients bearing in mind that, as a general rule, a higher ratio of staff to clients will be required for trips away. Clients will be unfamiliar with their surroundings and additional staff will be required to deal with any emergency while remaining staff look after the other clients.

Clients’ behaviour may also be affected by being away from their usual surroundings and consideration must be given to the needs of those clients with learning difficulties or who may exhibit challenging behaviour.

## **The Journey**

Consideration must be given to the mode of transport and a decision taken as to the most appropriate depending on the length of the journey. For short trips for a small number of people, private cars may be suitable, whereas for longer journeys, the use of public transport will probably be required.

Checks need to be made that, where appropriate, vehicles are fitted with seat belts and that access is possible for wheelchair users. Luggage space on some trains is now limited and it is essential that checks are made that all equipment needed for the visit can be accommodated.

The length of the journey, together with the need for refreshment and toilet breaks, must be taken into account. The provision of adequate and suitable facilities along the route is essential.

## **Medication and First Aid Facilities**

The length and nature of the trip must be taken into account when deciding the level of First Aid skills required and the First Aid equipment which needs to be carried. Clients' medication will also need to be taken and a safety factor should be built in case, for some reason, the return journey is delayed. As a basic rule, the party should be self-sufficient and should not have to rely on obtaining medical supplies on route.

## **Location**

A thorough investigation must be undertaken of the proposed destination, particularly bearing in mind clients with physical disabilities, including wheelchair users. The presence of uneven surfaces, large numbers of steps and stairs, and difficult access for wheelchairs needs to be noted and avoided if possible.

General hazards also need to be considered bearing in mind the particular client group. This would include such features as busy roads and unprotected areas of water.

## **Contingency Planning**

The risk assessment needs to take account of things not all going according to plan. This would include vehicle breakdowns or trains being delayed. Alternative means of transport or means of looking after clients whilst delayed need to be considered.

It is essential that members of staff have adequate means of communication such as mobile phones, and that there are members of staff remaining at the home/base who can be contacted and asked to put emergency plans into operation.

## **Documentation**

Following the risk assessment, detailed plans and procedures need to be produced noting exactly how the visit or outing is to be undertaken. This should include a check list of all the items which will need to be taken, including medication, emergency supplies and contact names and telephone numbers.

## APPENDIX 4.

### ADDITIONAL GUIDANCE NOTES

#### BOUNCY CASTLES

##### Introduction

Government statistics for 2002 (the last year for which figures are available) confirm there were 9738 accidents resulting in injuries to children arising from the use of inflatable bouncy castles within the UK. Of these, 3916 were caused by bouncy castles being used at home, and 5822 at locations away from the home. Many of the injuries were serious, including broken bones and severe lacerations. The scale of the problem has not gone unnoticed by Hospital Casualty Departments and the Health & Safety Executive, who have published detailed guidelines to manufacturers and operators of such equipment. The Royal Society for the Prevention of Accidents (RoSPA) has also issued guidelines for users.

Most of the injuries are caused by children bouncing off the inflatable onto the ground, being hit by other children or just falling awkwardly. Many of these accidents could be avoided by effective adult supervision.

These notes are intended to give some guidance to those proposing to hire inflatable bouncy castles as part of a fundraising event, a fete or a private function such as a birthday party.

The equipment should be hired from reputable hire companies, and whenever possible, set up, operated and supervised by the hire company's own staff. This is particularly important if substantial numbers of children are likely to be present.

##### Before Hiring

Before hiring a bouncy castle, ensure that the hire company:

- Fully complies with the safe use and operation of play inflatables, including bouncy castles guidance issued by the Inflatable Play Inspector Scheme. This guidance can be downloaded from [www.ipis.org.uk/public\\_best\\_practice.pdf](http://www.ipis.org.uk/public_best_practice.pdf)
- Employees are suitably experienced and well trained adult personnel, where the company are responsible for setting up, operation and supervision of the bouncy castle.
- Provides evidence of a current public liability insurance policy with a limit of indemnity of at least £5 million. This insurance is to cover the liability of the hire company. It is unlikely to extend to cover the hirer of the equipment.

### **Self Operation - (Not Favoured by Insurers)**

If you are to operate the bouncy castle, in addition to items 1 and 3, ensure that you are provided with written instructions about the safe setting up, operation and supervision of the equipment, and that the name and address of the manufacturer or supplier is clearly marked upon it.

### **Safety Instructions**

The safety instructions should include the following points:

1. Children should not be allowed to use the bouncy castle if there is a high wind or in wet weather (inflatables can flip over and slippery surfaces may cause injury)
2. The castle must be adequately secured to the ground.
3. Soft matting covering hard surfaces must be placed adjacent to the front or open sides.
4. There should be responsible adult supervision, paying close attention to the children at play at all times during its use.
5. The number of children using the bouncy castle must be limited to the number recommended in the hire company's safety instructions. There must be no overcrowding.
6. A rota system for different age or size groups should be operated, together with the observance of any age limit of users. (It is suggested that children over 10 years of age should not use the equipment).
7. All children must be made to remove footwear, hard or sharp objects such as jewelry, buckles, pens and other similar pocket contents. Eating while bouncing or performing acrobatics must not be allowed.

## **APPENDIX 4.**

### **ADDITIONAL GUIDANCE NOTES**

#### **PARADES AND CHARITY WALKS**

##### **Introduction**

Large numbers of people walking along roads obviously creates hazard and unless adequate precautions are taken to safeguard walkers, there is a high risk of death and injury. In hours of darkness, the danger is even greater and therefore the Royal Society for the Prevention of Accidents (RoSPA) discourages walks at night. Whereas in the past the police would take control of walks and parades, close roads, stop traffic and provide general marshalling, they are now much less likely to be prepared to do so. This means that there is a much greater responsibility on the Organisation to provide the necessary stewarding.

##### **Initial Planning**

The following should be done prior to the event:

- Contact the local police for guidance and give them full details of the route, numbers involved, times and nature of the walk or parade.
- Ask the police if they are able to marshal the event. They may still be prepared to do so in your area.
- Assess if any official road closures are required for the event. If so, contact the local authority. Note there is normally a charge for this application.
- Carefully plan the route to avoid dangerous junctions and minimise the number of roads which need to be crossed. Restrict walkers to a single side of the road.
- Recruit sufficient numbers of safety marshals so that they can be positioned at all key points at road junctions, at the front and rear of the walkers, and alongside on the offside of the road.
- Provide marshals with high visibility jackets.
- Remember that members of the public do not have any legal powers to stop or direct traffic. However, drivers do have a duty of care and should stop if someone in a high visibility jacket is helping children to cross a road.

## RoSPA Advice for Charity Walks

The following precautions have been devised by RoSPA to minimise the risk of accidents:

1. A Minimum age of at least 16 years is preferable.
2. Where younger persons are included, they should be adequately supervised by responsible adults.
3. Suitable walking footwear should be worn.
4. If night walking is involved, light coloured clothing visible to drivers should be worn plus reflective armbands.
5. The police should be asked for their advice on time, day and choice of route (which should not include heavily trafficked roads) and their directions must be obeyed.
6. Walkers should be started at intervals; mass starts are dangerous. There should be no more than six people in a group and never more than two abreast.
7. The start and finish should be off the road.
8. Participants should be reminded of the requirements of the new Highway Code.
9. Participants should be instructed where there is no footpath, to walk on the right hand side of the road, facing the oncoming traffic.
10. Any vehicle used in a supervisory capacity should not travel at a slow speed and thus cause obstruction to other traffic.
11. If a gate has to be opened, make sure that it is shut again. This will prevent livestock straying onto the highway.
12. There should be a follow-up system to ensure that no participant requiring help remains behind.

## APPENDIX 4.

### ADDITIONAL GUIDANCE NOTES

#### BONFIRES AND FIREWORK DISPLAYS

##### Introduction

The presence of incendiary devices and crowds of people can result in personal injury or property damage. The undernoted guidance notes, if followed, will help to ensure that your event will be conducted without anyone being injured.

- Before setting up your event, make sure you have informed your local Fire Brigade, Police and First Aid Association. Prepare a drill for calling out the emergency services. You should also inform your local authority (you may require a license).
- Keep spectators at a safe distance – preferably 50m away but at least 25 m away from a fireworks display. Remember to take wind direction into account.
- A rope or strong barrier should be used to clearly mark off the display area.
- Keep well clear of buildings, trees and other hazards such as overhead electricity and telephone cables.
- The site chosen should have as many entrances and exits as possible and should be kept clear of obstructions. Entrances and exits should be well lit and clearly signposted.
- To ensure proper crowd control, you should arrange for stewards to be present – at least one steward for every 250 spectators. Stewards should be easy to identify (perhaps by using fluorescent bibs or jackets). The stewarding team should be aware of what to do in an emergency and should have practised these drills thoroughly before the event.

##### Regulation and Controls

The reference standard for fireworks is BS7114: Parts 1-3 1988. The primary control on the supply and acquisition of fireworks are the Fireworks (Safety) Regulations 1997 as amended by the Fireworks (Safety) (Amendment) Regulations 2004. Under these regulations, only certain defined fireworks within BS categories 1,2 and 3 may be supplied to the public. Category 4 and larger category 2 and 3 fireworks are prohibited to the public and may only be supplied to specified types of people which include a professional organiser or operator of firework displays.

##### Fireworks Display

Where possible, the display should be organised and operated by the manufacturer of the fireworks or a professional operator. If this is not practicable, a responsible person (adult) from the organising committee should be given sole control of storage, siting and

lighting of fireworks. Only use fireworks which comply with the appropriate British Standard.

- Try to recruit at least one person with previous experience of firework displays.
- The display area should be at least 50m X 50m and an additional dropping zone of 100m X 50m for spent fireworks.
- Car parking areas should be sited well away from the display area and dropping zone. Signpost clearly and keep vehicular entrances away from the pedestrian access.
- Do not allow any spectators to enter the site with their own fireworks, and clearly display signs to this effect at each entrance.
- Fireworks should be stored in a metal container and removed one at a time with the lid replaced each time.
- Fireworks which fail to ignite should not be returned to, and no attempt should be made to relight them.
- Fireworks should only be used in accordance with manufacturers' instructions.
- Fire fighting equipment, such as extinguishers, buckets of water and sand should be available close by.
- Crowds should be controlled at a safe distance behind barriers and the wind direction taken into account when siting the display.

## **Bonfires**

- Keep the bonfire well away from any fireworks display.
- Dangerous rubbish such as foam-filled furniture, aerosols, tins of paint and bottles should not be burned.
- The bonfire should be stable and checked to ensure that it will not fall to one side.
- Paraffin, petrol or solvents should not be used to light the fire; use firelighters instead.
- Bonfires should be kept to a manageable size and additional materials to be burnt kept at a safe distance.
- The bonfire should be under the control of a responsible adult, and one person should be in charge of all safety arrangements.
- Fire fighting equipment should be available, such as a hose, fire extinguishers and buckets of water and sand.
- Qualified first aiders with suitable equipment should attend all organised Bonfires and Firework displays, such as St John Ambulance Brigade.
- Water should be poured on the embers of the fire and the site should not be left until the bonfire is out and safe.

## APPENDIX 4.

### ADDITIONAL GUIDANCE NOTES

#### FIRST AID

##### Introduction

No matter what type of premises you have and irrespective of the nature of your activities, First Aid facilities should be provided for employees and visitors in the event of illness or injury whilst on your premises.

##### Type of Facilities

The type of facilities required depends on a variety of factors. Issue to consider are:

- Nature of Activities undertaken (high or low risk)
- Number of people involved
- Distribution of those people
- Location of nearest doctor and ambulance station
- Accessibility in the event of an emergency

##### First Aid Arrangements

All staff and volunteers should be aware of the arrangements for administering First Aid and the location of any First Aid kits or room. This is particularly important if your activities are potentially hazardous or are carried out away from your normal place of work.

##### First Aid Kits

First Aid kits should be identified by a white cross on a green background. They should contain sufficient quantities of the required materials and be replenished as soon as possible after use. The items should include only those which the nominated First Aider has been trained to use and must be appropriate for the circumstances of use.

There is no mandatory list of items that should be included in a First Aid container. The Health & Safety Executive (HSE) in the Approved Code of Practice to the Health and Safety (First Aid) Regulations 1981 say that, as a guide where no special risk arises in the workplace, a minimum stock of First Aid items would normally be:

- A leaflet giving general advice on First Aid (e.g. HSE leaflet Basic Advice on First Aid at work);
- 20 individually wrapped sterile dressings (assorted sizes), appropriate to the type of work (dressings may be of a detectable type for food handlers);
- 2 sterile eye pads;
- 6 safety pins
- 6 medium-sized individually wrapped sterile unmedicated wound dressings – approximately 12cm X 12cm;

- 2 large sterile individually wrapped unmedicated wound dressings – approximately 18cm X 18cm;
- 1 pair of disposable gloves.

The Code of practice says that tablets and medications should not be kept.

First Aid kits should be stored in an area where conditions will not readily contribute to their deterioration and be checked on a regular basis.

### **First Aid Training**

All First Aiders should be trained and certificates of competence obtained. Training should include specialised training on hazards specific to the activities undertaken.

### **First Aid Co-ordination**

Where First Aiders are not available, appointed persons may be nominated to take charge of the co-ordination of activities in the event of an emergency occurring.

Appointed persons are only responsible for summoning trained personnel or professional assistance and should not administer First Aid treatment other than emergency treatment, and then only when specifically trained.

### **Records**

Records of First Aid treatment should be maintained and should contain the following information:

- Name and address of the person treated
- Occupation
- Date of entry
- Date and time of incident
- Place and circumstance of incident
- Details of injury and treatment given
- Signature and address of person making entry.

Should you require any further information or advice then contact us:

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