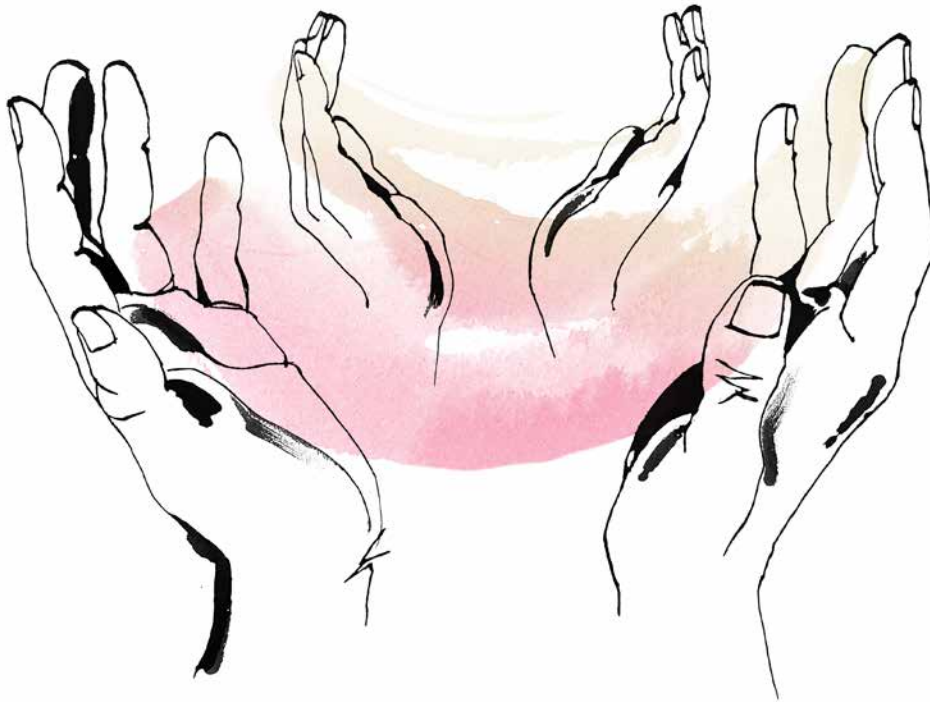


All you'll ever need to know about Insuring your charity.



Encompass
Insurance
Guide

Keegan & Pennykid.
Insurance Brokers.

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Introducing the Encompass Insurance Guide

Encompass is a market leading insurance policy designed specifically to meet the needs of the diverse and varied organisations that make up the Third Sector. The policy is modular in nature enabling Organisations to choose the aspects of cover that are relevant to them.

Via this Encompass Insurance Guide, our aim is to help you to identify the protection that your organisation will need and how to go about arranging it. It also offers guidance on business continuity and risk management with links to further tools available to your organisation. The Guide gives you practical assistance, so you have all the potential information required when it comes to obtaining quotations and effecting cover for your Organisation and will be of particular help to Charity Administrators who have been given the responsibility of arranging their Organisation's Insurance affairs.

Established in 1968, Keegan & Pennykid (Insurance Brokers) Ltd is at the forefront in providing independent general insurance advice to charities, voluntary organisations, and social enterprises. Right across the UK we currently offer brokerage services to almost 3,000 Third Sector clients.

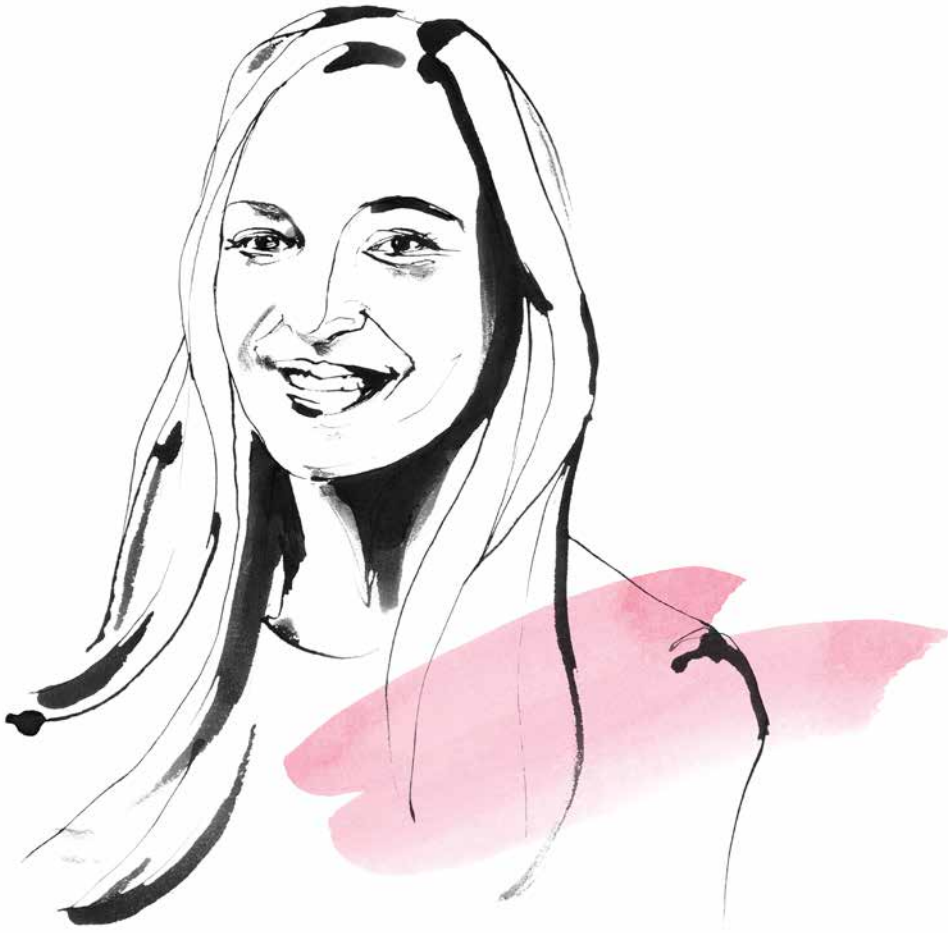
If you have any queries about any aspect of Insurance cover, and whether you are an existing client of ours or not – please pick up the phone or email and we would be delighted to assist in any way possible.

0131 225 6005

enquiries@keegan-pennykid.com



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.



**“Expertise and ethics.
In our business you can’t have
one without the other.”**

June Pennykid.

June Pennykid is managing director of Keegan & Pennykid, an insurance broker with a particular focus working for the third sector. It’s a family firm with over 50 years’ experience behind it.

“When you work in the third sector, an ethical approach is an absolute necessity” says June “It’s something that runs through our business like a stick of rock.”

Now Keegan & Pennykid use their expertise to provide bespoke insurance cover for more than 2,900 Charities, Community Interest Companies, Social Enterprises, Not for Profit and Voluntary Organisations.

June puts much of their success down to the personal service they give clients. “We treat our clients the way we’d expect to be treated, taking pride in protecting those who are trusted to protect others.”

Find out for yourself. Call 0131 225 6005 for a no-obligation chat.

Keegan & Pennykid.
Insurance Brokers.

Where expertise meets ethics.

Business description

As you are required to make a fair presentation of risk to your Insurer this section is extremely important.

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 various types of cover that you implement.

This is normally where you would detail the Organisation's Aims and Objectives, alongside all the activities that you undertake to achieve them.

It is also important to give full details of any fundraising activities or events that you organise.

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 within the description.

It is worth remembering, that 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 please reach out and notify 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 and the subsequent non-payment of claims.



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?

* Accessible windows would normally be ground floor or basement windows, however, any that would be accessible without the use of a ladder e.g., from a flat roofed area should also be considered.

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 “Underinsurance 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 within the calculation.

Please note. 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 onerous conditions on the way in which the building is reinstated. This will often incur considerable additional costs and increase the period that it will take to reinstate the building.

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 a Kitchen, Heating, Flooring, Shutters, 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 (as new) for these items and insure them as tenant’s improvements.

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: Computers¹, photocopiers, 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 £

Please note. 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. Please check your policy for specific restrictions or limits for these circumstances.

- (c) All Other Contents, furnishings, and equipment.
- (d) Specialist equipment or portable equipment other than detailed in (b) above should normally be detailed individually.

We have created an Excel template for the compiling of Inventories “K&P Multi Location Inventory”, which is available to you with this Guide.

Its principal benefit is that once the inventory is compiled it is easily kept up to date and the “Value” columns are all self-totalling.

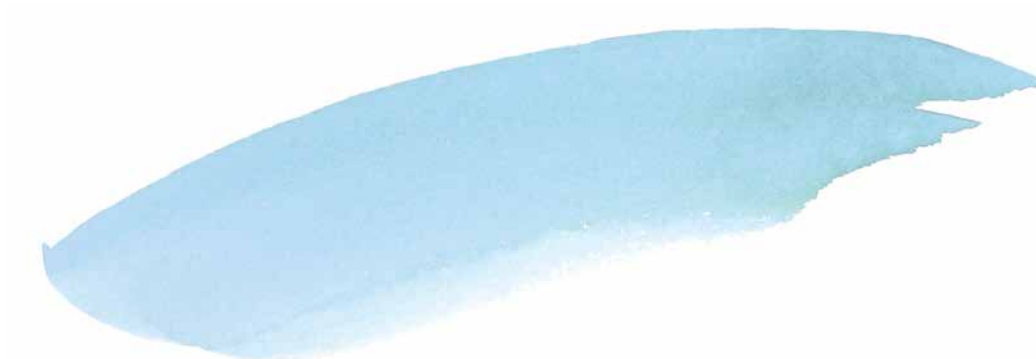
Please note. Serial numbers should be noted for IT Equipment and office/electrical equipment as this greatly helps to speed up the replacement process if there’s a claim.

¹See “Computer” Section for Wider Cover available.

Application of the Underinsurance Condition

Item	Sum Insured	Reinstatement Value	%	Settlement
Buildings	£600,000	£750,000	80%	£480,000
Contents	£ 20,000	£ 23,000	87%	£17,400
Stock	£ 10,000	£10,000	100%	£ 10,000
Total	£630,000	£783,000	80.5%	£507,400

This would then leave you having to fund a shortfall of £275,600 from the organisation's own funds. Whilst this illustrates a total loss the same principle applies to partial losses. If the buildings were damaged and the cost of the claim was £50,000 the claim settlement would be £40,000 leaving a £10,000 shortfall for the organisation to make up.



Computer insurance

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

Top tip. The best Insurance for the protection of your data is to take regular daily backups of your work. If not backed up to The Cloud, then you should have a backed up Hard Drive 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 Hard Drive may be stored in a Safe or Proprietary Fire-proof cabinet though a second copy kept offsite provides additional reassurance.

Please note. 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 sight.

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 COVER:

These types of cover are now provided under a separate Cyber Liability policy rather than providing them as limited extensions to the Computer Insurance Section.



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.

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

The definition of Glass will also include Mirrors and Sanitary Fittings. It may also 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 DO NOT 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 potential personal liability in the event of a loss.

Should you decide to take up Terrorism cover, you are obliged to insure all your properties including any associated Business Interruption, Contractors All Risks or Engineering Insurance exposures 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-negotiables², 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 £4,000
- In a Bank Night-safe £4,000
- On the Premises during Business Hours £4,000
- On the premises out with Business hours, not Contained in a locked safe £250
- On the premises out with Business hours in an Unspecified Safe £1000
- On the premises out with Business hours in a Specified Safe £2,000
- Money in the home of an Authorised Employee Or Volunteer £500

The basic Transit limits may vary, usually from £2,000 to £4,000. Please do 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 cash in 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 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. You can acknowledge their support in any promotional literature or programme for the event.

²Non-negotiable items include Crossed cheques, crossed postal orders, crossed bankers' drafts, National Insurance stamps fixed to cards, National Savings certificates, Premium Bonds, credit sales vouchers or receipts and V.A.T. purchase invoices.

Business interruption insurance

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.

On that basis, 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 known and acceptable.

The fact that the contractor already knows your organisation as a customer means they are probably more likely to respond quickly, will be familiar with your premises and won't overcharge 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 for further information.

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. Some of these may be dependent upon service delivery.

At Keegan & Pennykid, we come across more instances of inadequate or inappropriate cover for this class of insurance than in any other area. This is usually as a result of lack of real thought given when arranging the cover.



THE SUM INSURED:

Cover is usually arranged on one of two bases:

- Gross Revenue/Profit or
- Additional Cost of Working

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.

Please Note. 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 your figures are accurate 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 during its financial year.

Gross Profit is the amount of your annual turnover minus the cost of purchases.

Please remember to include your wage or salary bill within this figure. Wherever possible you should endeavour to maintain your employees.

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 Cost of Working basis**. Similarly, if your income is generated by activities out with 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, computer cabling, heating, decoration, fitting-out etc.).

- Advertising your new location – People 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.



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 6-12 months, while the planning processes etc. take place. A 12-month Indemnity period would in these circumstances be inadequate, and even 24 months could be cutting it very 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.

Even if you occupy a modern premises where there will be no planning issues the rebuilding of the property will on average take 9 months. Therefore, serious consideration has to be given to the time it would take to fit out the building to enable you to recommence your activities.

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

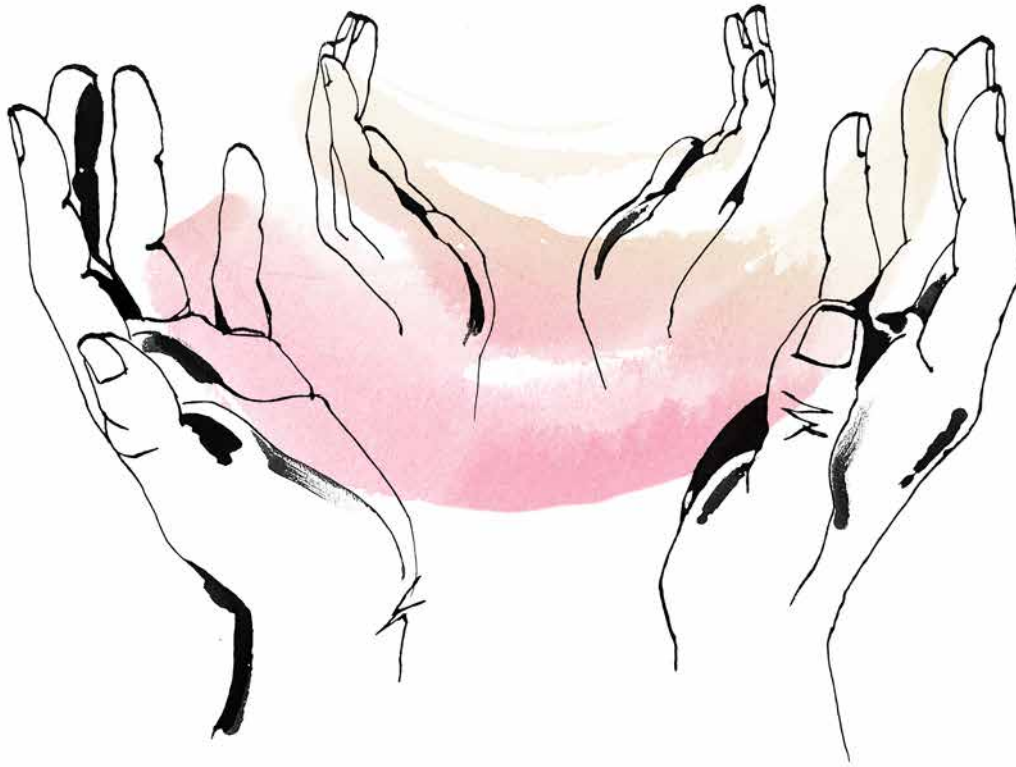
OTHER VARIATIONS:

Some Organisations operate from 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.





We protect the people who protect others.

The third sector plays a vital role, understanding and meeting the needs of literally millions of people.

But, when it comes to insurance, who really understands and meets the needs of the UK's Charities, Community Interest Companies, Social Enterprises, Not for Profit and Voluntary Organisations?

At Keegan & Pennykid Insurance Brokers we have a particular focus on serving the Third Sector, acting as expert and ethical advisers to over 2,900 organisations.

Family owned and fiercely independent our respected reputation stretches back over 50 years. It's a reputation earned on the back of a highly personal, bespoke service and market leading insurance cover like our Encompass scheme.

By visiting keegan-pennykid.com, you can review the key features of our cover or for a no-obligation chat, just call us on 0131 225 6005.

And, for a no-obligation chat, just call us on 0131 225 6005. We know the importance of protecting others, yourself included.

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Liability insurance

This is a major area of concern to Insurers 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 still affected by European legislation which may impose additional liabilities on Employers or Organisations.

The volatility of the Insurance market for these types of cover is 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.

As an example - 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.

Some causes of loss can also take a significant time to manifest e.g., asbestos related diseases or noise induced hearing loss so you should disclose to Insurers if your organisation has ever had any exposure to risks of this type.

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 possess 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 breach of legislation.

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.			

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 establish 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.
- Your policies for dealing with Covid-19.



Public liability insurance

Introduction

Although not a legal requirement, every Organisation should 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 Policy³
- 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
- Your policies for dealing with Covid-19.

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.

³SEE 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. Specific legislation has been passed to help avoid harm, or risk of harm, by preventing people who are deemed unsuitable to work with children and vulnerable adults from gaining access to them through their work.

Different Insurers use different forms and information gathering methods to assess the perceived risk of harm, 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. This has yet to be tested in court as far as we are aware, but it 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 if 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. The Limit of Indemnity that will be applied to any claim will be the Limit of Indemnity that applied at the time that the abuse occurred.

If we look back historically, Policy Indemnity limits 20-30 years ago were often as little as £250,000 or even £100,000. These sums are unlikely to go far in today’s economic climate where legal defence costs alone could easily exceed these amounts.

Looking forward, it is worth asking if a £2,000,000 limit of indemnity now will be adequate in 20 years’ time? Obviously, there is 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 apply a lower limit of indemnity than provided for the non-Abuse covers. That completely negates the principal benefit to the Insured of writing the insurance in this manner and is potentially dangerous for the Organisation. The question should be asked - 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 five-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. However, this may prove to be 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.

Another complication is that Local Authorities may require you to have a ‘Claims Occurring policy restricting the number of Insurers that you can approach.

One distinct advantage of the “claims made” basis is that the cover must be bought specifically, and is therefore written into the policy wording.

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? Are they classed as regulated activities?**
- 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 one-to-one basis?**
- 5. Do you provide 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 shared with all members of staff, are clearly understood, 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 Assessment 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 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 out of place as 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. It is easy to lose sight of this area but has potentially serious consequences. This may also make employees less likely to report suspicions of inappropriate acts.

3. Policy on Restraint or Challenging Behaviour:

In most cases Organisations are NOT involved in any form of restraint nor have to deal with challenging behaviour. For those who do however it is a difficult issue but must 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 not taking appropriate action when they should.

OPERATIONS:

7. Have you got 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 possible.

8. Do you undertake & document suitable risk assessments?

Unless you can be shown to have done so, should an incident occur, proving that you took adequate care to prevent such an event from happening 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.

This is similar to the anti-bullying policy, but it is worth bearing in mind that it also refers to what you expect from the service users. 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, so it is vital to know what the boundaries are.

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 of both the vulnerable 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 DBS/PVG 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 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 DBS/PVG Checked prior to appointment?

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

18. Are existing Employees DBS/PVG checked 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?

This question may appear pointless; however, it is one thing to tell a lie, quite another to put it in writing. Having a statement in writing should it turn out to be a lie, may help in demonstrating to a court that you did try to ascertain the truth and act in the best faith.

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 and procedures that they have been given in the same way that they should sign to confirm having received specific training. Without signatures, it's 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 "whistle-blower 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 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 what period of time 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, emigrated, or died.

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.

If concerns have been raised about an adults' behaviour around children, the general rule is that you should keep the records in their personnel file at least until they reach their normal retirement age or for 10 years – whichever is longer (IRMS, 2019; Department for Education, 2021). This applies to volunteers and paid staff.

For example:

- If someone is 60 when the investigation into the allegation is concluded, keep the records until their 70th birthday
- If someone is 30 when the investigation into the allegation is concluded, keep the records until they are aged 65.



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. More 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 commissioner. 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 if you 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/MEDICAL MALPRACTICE EXCLUSION

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 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, but this exposure should be fully disclosed to insurers.

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. Frequency of refresher training should also be advised.

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.



RATING INFORMATION:

- The annual income/turnover/budget and a breakdown of the figure between different projects or types of project.
- Details of any hazardous work
- Full details of any work with children or any other vulnerable groups
- Whether you provide any treatment or drug administration. If yes you will need to supply details of frequency, procedures and safeguards, training and experience of the staff/ volunteers who carry out the treatment.
- Full details of any fundraising events particularly with regards to number of people attending/participating and any third-party suppliers that you will be using.



Products liability insurance

The 1987 Consumer Protection Act made the supplier responsible for any goods sold or supplied by them.

If you manufacture, sell, or supply any goods, 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 although this will differ from the Public Liability Insurance in that it will apply to any one claim but will also be the maximum payable in any one period of insurance.

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

You will also need to advise if you have any direct exports to the USA or Canada and income generated by these exports.

PLEASE NOTE: 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.

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.

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.

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 - Appendix 4: 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 most other Insurances in that it is 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:

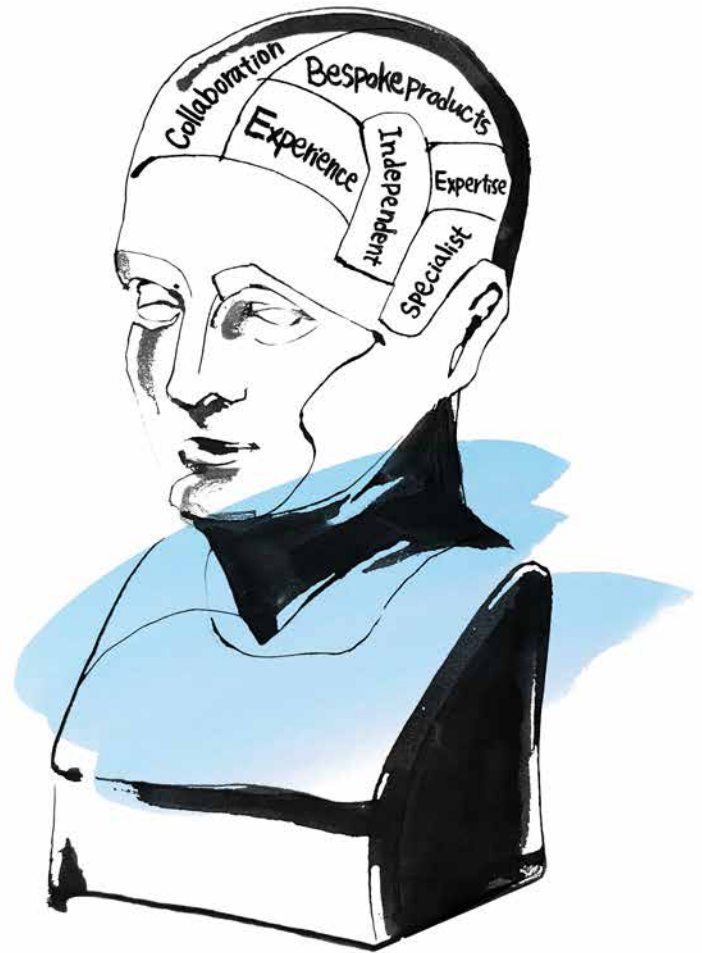
- Total Annual Income/Turnover/Revenue
- Specific Annual Income/Turnover or Revenue for the Advice/Information unit.
- Full details of the types of advice or information given
- For each type of advice e.g., Legal, Financial, Medical - the number of enquiries received or dealt with annually.
- If you provide any advice in relation to immigration
- If you provide representation in court or at tribunals
- 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.

Please note: 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.

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 adopted. This is a specialist market with separate types of proposal form appropriate to the specific work carried out.



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THEFT BY AN EMPLOYEE OR VOLUNTEER:

This covers losses to the Organisation caused by the dishonesty or fraud of an Employee, Trustee, 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 and 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 wage roll for the current year and Estimated wage roll for the forthcoming year plus Annual Turnover for the current year and estimate for the forthcoming year.

(You should always include the number of active volunteers that you have, within 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 are 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 detailed information on your controls and procedures.



Personal accident insurance

This cover is quite different from Employers' Liability Insurance. This cover operates in the event 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 Employers' 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.

Example 1 unit might comprise:

Death	£10,000
Loss of Limbs/Eyes, or Permanent Total Disablement	£10,000
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)

Please note: In respect of Temporary Total and Temporary Partial Disablement, payment to Volunteers will normally be in respect of receipted out of expenses only.

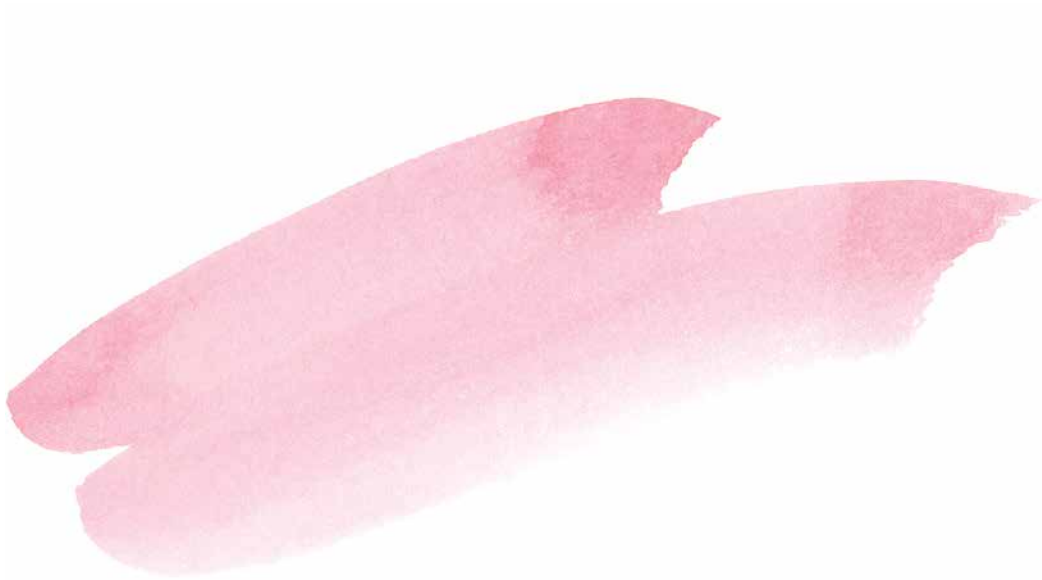
The first week of incapacity is usually excluded, and you may be able to increase this exclusion period for a reduction in the premium. The premium for each unit depends on the occupation/activities of the employees or volunteers, rising for the more hazardous occupations. Some activities are excluded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

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 and Number of Units or Benefit level required
- Number of Volunteers and 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 must 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

This cover is quite separate from any legal expenses relating to claims under any other section of the policy. 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 adopted that is tailored to your exact needs.

In respect of Employment and Data protection disputes, the cover also includes specific awards made against you – for example a basic or compensatory award in the case of an unfair dismissal or an award made against you under Section 13 of the Data Protection Act 1998.

The cover is usually expressed as a Limit of Indemnity - £100,000 any one claim and £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 one year's gross pay (with a cap of £89,493 as of 6th April 2021), the number of applications to the tribunal for this have increased by nearly 40%. PLEASE NOTE: 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 by this section is wider than that contained in a normal Legal Expenses Insurance and where possible Organisations should opt for this extended cover instead if 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.

Unlike Legal Expenses 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.

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 be considerable.

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
- A person at work (whether self-employed or employed by another organisation than yours) provided that such person is providing services to the Organisation on premises owned and occupied by the Organisation.

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 whistle-blowers 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 budgets are not infinite, and choices may have to be made. Legal Expenses Insurance is still better than NOT having any cover at all.

Please note: This cover is only available as an extension to Trustees Liability Insurance.

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 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 =	£400.00
Difference =	£200.00
Policy Excess =	£100.00

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.

Helplines and advice lines

Your policy may have a number of helplines and advice lines available. Typically, these would be:

24-hour claims helpline which will also be able to put you in touch with tradesmen should you need emergency repairs.

Advice Lines

These will put you in touch with experts who can provide you with information and assistance on

- Health and Safety Issues
- Tax advice
- Legal Assistance (available even if you do not purchase Legal Expenses Insurance)
- Counselling Care which aims to deal with stress at work by addressing minor problems before they become major crises.



Management protection insurance

Please 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 or board members of CIC's/ Social Enterprises). They can be held personally liable – jointly and severally for any loss falling upon the Organisation (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 organisation 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 regular basis. New trustees should be aware not only of their duties, but also of the risks which they are exposed to.

It has been suggested that incorporation (either of the Organisation 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 Organisation, 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.

Management Protection 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”.

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.

Management Protection 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.

Extensions of Cover:

The policy may provide cover for:

- Loss of or Damage to Documents.
- Crisis Management and Regulatory Public Relations Costs
- The liability of Retired or Former Trustees
- The liability of an Insured Person's spouse
- Contractual Liability Defence Costs
- Social Media Public Relations Consultancy Fees

The Limit of Indemnity for these extensions will often be for a lower restricted amount than the policy headline limit.



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 has, 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 18th 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 subsequently 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 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.

11. 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.

12. 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.

13. 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

14. 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.

15. 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

16. 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 of costs already incurred, has the potential to reach over a million pounds.

17. 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 mishandling resulted in the Charities inability to pay all 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.

18 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	£10,000,000
Cancellation/Curtailment	£15,000
Personal Liability	£ 5,000,000
Personal Accident	£ 50,000
Baggage & Personal Effects	£15,000
Personal Money	£10,000
Loss of Passport	£ 2,500
Delayed Baggage	£ 1,000
Hijack	£ 500 per day

Additional benefits can be built in, for example, to ensure that if someone must 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 about 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.

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. A trip should reflect each individual passenger i.e., a trip where one person will be travelling counts as one trip and one where five people will be travelling counts as five trips.

Please note. There may 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.

There may also be specific restrictions in cover in relation to Coronavirus or SARS type viruses.

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 not-for-profit sector are:

- Passenger Lifts
- Stair Lifts
- Vehicle Tailboards/Wheelchair Lifts
- Bath Hoists
- Canteen Steam Boilers
- Hot Water Heating Boilers
- Air Receivers
- Café 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 are located. A quotation can then be obtained, which will be subject to VAT because of the Inspection aspect.

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 breakdown whilst in use.



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 must 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. These will normally confirm whether you as the employer or the contractor is responsible for arranging insurance and if there is a requirement for the policy to be in joint names.
- 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 projects 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.

This might seem simple, 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 here 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.

Please note: 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.

GENERAL:

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 within 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 Forklift Trucks should only be driven by people 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 has 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.



What's your position on risk management?

Turning a blind eye to risk management can turn out very badly indeed. Have you considered your legal liabilities as an organisation? How sound is your financial management? What about Health & Safety? How safe are you from credit risk?

Chances are you're too busy running things day-to-day to give much thought to it all, but thankfully help is at hand.

Keegan & Pennykid are a family-run, long established insurance broker with a particular focus on the Third Sector. We can assist on identifying possible risks and how to avoid them.

This guide is the first step towards a good risk management programme. Further advice can be found on our website at

www.keegan-pennykid.com/riskmanagement

You can also download a free risk register template where you can record and analyse your organisation's risks and the controls in place.

And, of course, we're at the end of a phone, happy to help. Just call us on 0131 225 6005 for a no-obligation chat.

Risk management can't be ignored but, with our advice, hopefully it can be put to the back of your mind.

Keegan & Pennykid.
Insurance Brokers.

Where expertise meets ethics.

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 of specialism, where they are best placed to 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 the hazards and risks, and any existing safety measures. Also note 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.

To help you, a checklist of areas to consider is given below for 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 your 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 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

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 firefighting 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

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, gang mowers, 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

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, workstation, 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

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

Refer to Appendix 1 – Risk Assessment Calculator





How prepared are you for cyber-attacks?

If you're just hoping for the best we've got some bad news for you.

In the last six years, 41% of businesses and organisations identified a cyber-attack. Of these, 26% of charities estimate they were attacked at least once a week, with 38% of charities experiencing at least one negative impact*.

The average estimated cost of a cyber-attack is £4,200*. And that's before you include the ongoing problems that result from a loss of data.

So, why trust to luck when you can put your trust in a Cyber insurance policy from Keegan & Pennykid?

Our Cyber Insurance policies cover everything from incident management to data restoration costs. And you can be sure of an immediate response should the worst happen.

To find out more call us on 0131 225 6005 for a no-obligation chat. Fingers crossed it's not too late.

*Cyber Security Breaches Survey 2022 - GOV.UK

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Where expertise meets ethics.

Cyber insurance

Cyber insurance protects your business in the event of your data or systems being compromised by a hacker or virus.

One aspect of this is your own “1st party” risk: reinstatement of your systems and cover for your loss of profit during an IT outage.

The other side is “3rd party” claims, for cybercrimes against you that lead to personal data breaches, loss of sensitive commercial data, or other issues for 3rd parties.

Most importantly a cyber policy will come with a panel of experts to deal with a cyber-attack against you, such as forensic IT specialists, solicitors, PR consultants, and crisis consultants. These will help you to deal with system issues, respond to cyber criminals’ ransom demands, liaise with the Information Commissioners’ Office (ICO) and other regulators, and notify data subjects of a breach.

Covers differ between Insurers but may include the following:

Breach Response

- Forensic IT and IT recovery
- Public relations
- Response to the ICO or other regulators
- Notification to data subjects
- Fraud remediation
- Credit monitoring
- Support for data subjects

1st Party Cover

- Removal of a virus
- Restoration of data
- System repair and replacement
- Lost profit from network downtime
- Increased costs of working
- Cyber extortion response or payments



3rd Party Cover

- Data/privacy breach claims
- Defamation/libel/slander claims
- Breach of copywrite/intellectual property rights claim
- Network security claims (use of your system in a denial-of-service attack or transmission of a virus)
- Fines and penalties (where legally insurable)

In view of differences in covers between Insurers care should be taken when selecting cover.

“I don’t need cyber liability insurance...” is a common phrase used across organisations in the UK. Some common arguments why cover is not required follow:

“I don’t hold card details”

All data is valuable, but did you know that the most attractive data to steal is personal and/or medical data? This data can help fraudsters commit a sophisticated long-term fraud. Card data is a quick win for criminals as the banks and card holders tend to identify fraud quickly. However, medical, and personal data can be used to build a false identity and commit fraud under the radar for a number of years.

“My systems are robust”

Even the most robust systems can be breached. It’s a fact that the best technology in the world cannot prevent a breach. Modern IT systems must be porous enough to let communications both ‘into’ and ‘out of’ the business. Your IT security is a preventative measure, not the answer.

“It won’t happen to me”

According to the UK government, smaller firms are still experiencing a significant number of cyber-attacks, with two in five small businesses identifying at least one breach or attack in the past 12 months.** This impacts not only profits, but also reduces consumer confidence.

**<https://www.gov.uk/government/news/new-figures-show-large-numbers-of-businesses-and-charities-suffer-at-least-one-cyber-attack-in-the-past-year>

“My IT people will deal with a breach”

IT and IT Forensics are two different skill sets; they are both in the same field, however they specialise in different areas. With GDPR in force it is no longer acceptable just to restore from back up. As a data controller you have a duty to investigate any breach and notify the affected parties and authorities. If you do not meet your legal obligations or are found to be at fault, you could be fined 4% of your total turnover. The size of any potential fine can be affected by the way a breach is handled. Having Cyber Insurance gives peace of mind that your initial response ensures forensic specialists, data breach solicitors and public relations are all on hand if the worst does happen.

“I outsource my IT”

Unfortunately outsourcing your IT or other business functions does not mean you admonish your legal responsibilities. If you ‘own’ the data, then you will act as a data controller meaning you are responsible for the data. An outsourced service provider acts as an extension of your business. It is your responsibility as data controller to ensure the data is handled and protected in the correct way. If your data is breached you will still have a duty to investigate, notify the affected parties, authorities, and face potential regulatory fines.

“I don’t need to insure my data”

Do you insure your property? If the answer is yes, we imagine this is because your property is a valuable asset. Data is also a valuable asset and should be viewed in tandem with other property.

“IT have it covered”

Technology is an important tool in defending your data. However, your own staff and colleagues should also form part of that defence. Unfortunately, the majority of breaches still involve human error which makes your staff the biggest risk to your data. Does the IT department have responsibility for IT L&D programmes? How have the board addressed this issue? It is important to understand that data management is not an IT issue, it is a company issue and involves everyone in the organisation.

“The cost of insurance is too high”

Some policies cost as little as a few hundred pounds. Cyber insurance is all about balance sheet protection. In a world where GDPR brings onerous responsibilities, a breach could lead to the following costs:

- First Response Costs (IT forensics, Legal Services, Notification Costs, PR, etc.)
- Third Party Liability
- Regulatory Fines
- Loss of Revenue
- Brand/Reputational Damage
- Loss of Intellectual Property/Contractual Liability

Let’s look at how cyber claims occur and how much they cost

Outside Attack

An insured arrived at work one morning to discover ransomware on their computer screens. The ransom demanded they pay money into an account before the deadline and if they didn’t, they would delete their data. The insured called the helpline and received assistance. The event was triaged by the first response team who investigated the breach, identified the vulnerability, restored the data, identified how many records had been affected and notified the affected parties and regulatory bodies. After investigation, the insured was not found to be at fault therefore they were not fined.

Total Paid £75,000



Would you spend £440 to save £4,200?

The average cost of a cyber-attack is £4,200. Ah, you might say, but it'll never happen to me.

Sadly, the facts say otherwise. In the last six years, 41% of businesses and organisations identified a cyber-attack.

Of these, 26% of charities estimate they were attacked at least once a week, with 38% of charities experiencing at least one negative impact*.

Sooner or later your luck could easily run out. So, why trust to chance when you can put your trust in a Cyber insurance policy from Keegan & Pennykid?

Our Cyber Insurance policies cover everything from incident management to data restoration costs. And you can be sure of an immediate response should the worst happen. All for around 10% of the cost of an average attack.

By visiting [keegan-pennykid.com](https://www.keegan-pennykid.com), you can review the key features of our cover. It won't take long to see why over 2,900 Third Sector organisations put their confidence in us.

For a no-obligation chat call us on 0131 225 6005. It costs absolutely nothing, which is about £4,200 less than what a cyber-attack could cost you.

*Cyber Security Breaches Survey 2022 - GOV.UK

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Where expertise meets ethics.

Rogue Employee

A rogue employee attached a skimming device to the card terminal and was skimming card details throughout their working day. In the evening they were uploading the stolen details online and selling them to the highest bidder. A regular customer reported something suspicious about the card payment machine and the police were called. The employee was in a supervisory role therefore their laptop was seized. By the time their laptop was seized they had stolen over 9000 records and made £3,000,000 from the fraud.

Total Paid £410,000

Supply Chain

A company suffered a breach after a hacker exploited an old web facing system and used it as a stepping stone to their internal network where they had access to customer email addresses. The hacker stole thousands of email addresses relating to the company's larger clients to use for further fraud. IT forensics and monitoring services were put in place and the hacker was caught. The company was not the target, it was their clients that were targeted but because they were an SME in the supply chain they were seen as the weaker link. The hacker caused a lot of damage to the systems which increased the client's recovery costs significantly.

Total Paid £1,700,000

Negligent Employee

An employee gained unauthorised access to a colleague's computer when they walked away from it leaving it unlocked. The employee had a look around their colleague's system and came across HR information including details that another colleague had HIV. Instead of keeping the information to themselves, they spoke about it around the workplace. The information reached the colleague with HIV and they brought an action against their employer for having inadequate controls.

Total Paid £300,000 in damages

Outsourced Service Provider

A company outsourced their IT and data hosting to a third party. The third party suffered a security breach, and their systems went down. The third party never tested their disaster recovery plan therefore, when they suffered a breach their restoration plan didn't work leaving the company without access to their data or systems. The main loss to this client was loss of turnover as they could not trade.

Total Paid £200,000

Appendix 1 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 / reputational damage if something does happen can be graded as:

1 = Low (Minor cuts and bruises / minor devaluation of brand)

2 = Medium (Serious injury or incapacitation for 3 days or more / Medium-term brand damage)

3 = High (Fatality or a number of persons seriously injured / Long term brand damage)

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)

Risk Rating Matrix

Likelihood	Severity	Risk Rating
1	1	1
1	2	2
1	3	3
2	1	2
2	2	4
2	3	6
3	1	3
3	2	6
3	3	9

The implementation of additional controls can then be prioritised as follows:

Risk Rating

1 - 2 = Low Priority; 3 - 4 = Medium Priority; 6 - 9 = High Priority

With low priority, little or no action may be required. With High priority, it may be necessary to stop the particular activity or restrict access to the area until appropriate action has been taken.

Risk Assessment Form

Name of Organisation	Assessment Undertaken by
Address	
Date	Review Date
Area Assessed	

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.

Hazard/Risks	Existing Controls	Likelihood	Severity	Risk Rating	Additional Controls
		L	S	L x S	
Example Data is not confidential, secure, accurate and / or available	Organisation is covered by a Cyber Insurance policy. Staff are given training on Data Protection requirements in respect of handling and processing data.	1	2	2	Additional Controls Move to cloud back-ups. This should provide greater data security in respect of data backups.

You can download a comprehensive Risk Register Template and Risk Scoring Matrix from our website at <https://www.keegan-pennykid.com/risk-management/>

Use the Risk Register template to record and analyse your organisation’s risks and the controls in place. The Risk Register should be completed with reference to the Risk Scoring Matrix. The risk register should become a “working document” within your organisation, to be reviewed at regular intervals.

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 enabling 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

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.

You can access a free software toolkit via our website at

<https://www.keegan-pennykid.com/risk-management/>

that will help you create and manage an effective Business Continuity Plan for your 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 verifying the fact.



Appendix 4 additional guidance notes

SALE OF SECOND-HAND GOODS

Introduction:

Every 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 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.

In addition to these notes Government guidance on the quarantining of donated goods prior to putting them on display should be observed.

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 reupholstered.

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 if 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 if 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 manufacturers 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, tracksuit tops, hoodies, and other garments suitable for outerwear.

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, common sense is best applied. 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

There can be confusion over the position of third sector organisations 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 third sector organisations 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 and subsequent updates

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 many 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 and subsequent updates require that premises which are used occasionally for food preparation such as community 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 1997

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. Most premises, including moveable premises and premises within markets or other permanent 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 9780 9555 95394 Available from The Stationery Office Ltd **customer.services@tso.co.uk** Tel No 0333 202 5070
- A number of free leaflets covering all aspects of food safety are available from the Food Standards Agency **www.food.gov.uk**



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 rates of crime all present potential challenges depending on the location 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. (A UK Global Health Insurance Card (GHIC) 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 with particular attention being paid to any Coronavirus travel restrictions or isolation rules.

When arranging accommodation, ideally have a room situated between the 3rd and the 6th 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, whilst 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. Whilst BS 1129 and BS 2037 have both been withdrawn as long as the ladders or steps are regularly inspected and maintained in good condition there is no need to exchange or replace your ladders. Current BS 1129 and BS 2037 certified ladders are perfectly safe and fit for use.

The maximum permitted load must not be exceeded.

EN131 Professional ladder – the maximum static vertical load is 175Kg.

EN131 Non-Professional 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.

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.



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And, for a no-obligation chat, just call us on 0131 225 6005. As over 2,900 Third Sector organisations have discovered, it could prove to be a very fruitful conversation indeed.

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Appendix 4 - Additional Guidance Notes

PLANNING AN EVENT

Introduction

The organisation of events has long been a method used 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 (and subsequent updates) 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 specified 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 or which is not specified on your schedule 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 sideshows 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 enough 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 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 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 in 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.

If 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 to your Insurers.



Appendix 4 – Additional Guidance Notes

VISITS AND OUTINGS

Introduction

Visits and outings play an important part in the life of many organisations, 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 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 considered. 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 considered 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 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 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 indicate that every year there are approximately 10,000 accidents resulting in injuries to children arising from the use of inflatable bouncy castles within the UK. Many of the injuries are 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:

1. Fully complies with the safety advice issued by the Health & Safety Executive pertaining to Bouncy Castles and Other Play Inflatables: <https://www.hse.gov.uk/entertainment/fairgrounds/inflatables.htm>
2. Employees are suitably experienced and well-trained adult personnel, where the company are responsible for setting up, operation and supervision of the bouncy castle.
3. Provides evidence of a current public liability insurance policy with a limit of indemnity of at least £2 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 above, 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 inflatable 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, always paying close attention to the children at play 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 jewellery, buckles, pens, and other similar items. 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 can 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 enough 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 must 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.

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