

**THE SCHEDULE:** Attaching to and forming part of the policy bearing the number below and written upon policy form FA51 0216.  
Subject to the terms and conditions of the policy the insurance is for the period shown.

Agent

Access Insurance Services  
Selsdon House  
212-220 Addington Road  
Selsdon, South Croydon  
CR2 8LD

Phone: 0208 651 7420  
UK 3966

Policyholder

CFTTB of Peer Action  
Care of Community Base  
113 Queens Road  
Brighton  
BN1 3XD

438040

Policy number **SCW 2286999**

Reason **New Business**

Policy type **Small Charity Connect**

Period of insurance from **0:01 Hrs 26/03/17**  
to **Midnight 25/03/18**

Premium £198.00

Insurance Premium Tax (IPT) £19.80

**Total premium £217.80**

CHARITABLE CATEGORY:  
Club, group or society

ACTIVITIES OF THE INSURED:  
Social group  
Swimming (Amateur)  
Yoga

Policy number SCW 2286999

**SCHEDULE**

**Location: Care of Community Base 113 Queens Road Brighton BN1 3XD**

Your No Claims Discount is 0 year(s)

<b>SECTION</b>	<b>EXCESS</b> (Unless another amount is stated by endorsement or in the policy wording)	<b>COVER</b>
<b>1 PUBLIC &amp; PRODUCTS LIABILITY</b>	<b>£250</b>	<b>OPERATIVE</b>
Indemnity Limit		£5,000,000
Libel and Slander		£10,000
<b>2 CONTENTS</b>		<b>NOT OPERATIVE</b>
Contents		£0
Stock		£0
<b>3 ALL RISKS</b>		<b>NOT OPERATIVE</b>
Sum Insured (as per enclosed specification)		£0
<b>4 MONEY</b>		<b>NOT OPERATIVE</b>
Limit during working hours		£0
Limit in transit		£0
Limit in bank night safe		£0
Limit in Safe		£0
Personal Accident (Assault)		
Capital benefits		£0
Weekly benefits for persons aged 16 to 75 years		£0
<b>5 BUSINESS INTERRUPTION</b>		<b>NOT OPERATIVE</b>
A - Loss of Income (max. indemnity period 00 months)		£0
B - Extra Expenses (max. indemnity period 00 months)		£0
<b>6 COMPUTER BREAKDOWN</b>		<b>NOT OPERATIVE</b>
Computer equipment		£0
Data		£0
<b>7 EMPLOYERS LIABILITY</b>		<b>OPERATIVE</b>
Indemnity Limit		£10,000,000
<b>8 PROFESSIONAL INDEMNITY</b>		<b>NOT OPERATIVE</b>
Indemnity Limit		£0
Retroactive date -		
<b>9 TRUSTEES &amp; DIRECTORS INDEMNITY</b>		<b>NOT OPERATIVE</b>
Indemnity Limit		£0
Retroactive date -		

Policy number SCW 2286999

**SCHEDULE**

<b>SECTION</b>	<b>EXCESS</b> (Unless another amount is stated by endorsement or in the policy wording)	<b>COVER</b>
10 PERSONAL ACCIDENT		NOT OPERATIVE
11 LEGAL EXPENSES Sum Insured		NOT OPERATIVE £0

Policy number SCW 2286999

**SCHEDULE**

**Endorsements**

215 - Activities

453 - Costs in Addition & Contractual Liability Amends

406 - Abuse Extension - £1m Indemnity Limit

Policy number SCW 2286999

**ENDORSEMENTS**

215 ACTIVITIES

1. Subject to the terms, exceptions and conditions of the policy, the definition of **your activities** is deemed to include:

- attendance at trade shows, exhibitions, conferences, meetings and seminars
- clerical and associated office administration work
- fundraising events and recreational activities not exceeding an attendance of 500 persons at any one time but not any activity which is otherwise excluded in '2. EXCLUDED ACTIVITIES (PUBLIC AND PRODUCTS LIABILITY)' below.

2. EXCLUDED ACTIVITIES (PUBLIC AND PRODUCTS LIABILITY)

The following exclusions are added to WHAT IS NOT COVERED under section 1:

a) Liability arising from any of the following activities:

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>i.                     <ul style="list-style-type: none"> <li>• abseiling</li> <li>• aerial activities of any kind</li> <li>• American football or Australian rules football</li> <li>• climbing requiring the use of hands as well as feet (other than children's playground equipment)</li> <li>• fire walking</li> <li>• firework displays and/or bonfire events</li> <li>• forest school activities</li> <li>• glacier walking or trekking</li> <li>• Gaelic football</li> <li>• gorge walking and the like</li> </ul> </li> <li>ii. football where:                     <ul style="list-style-type: none"> <li>- <b>your</b> football team(s) is (are) participating in a league system (including official training and practice sessions)</li> <li>- <b>you</b> manage, control or organise a football league system.</li> </ul> </li> <li>iii. water activities (other than swimming, snorkelling, surfing, windsurfing or the use of non-mechanically propelled watercraft not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast provided they are not used in any white water activity).</li> </ul> | <ul style="list-style-type: none"> <li>• gymnastics</li> <li>• horse, pony or donkey riding of any kind</li> <li>• martial arts or fighting sports of any kind</li> <li>• parkour or freerunning</li> <li>• professional sport of any kind</li> <li>• racing or time trials (other than on foot)</li> <li>• rugby</li> <li>• underground activities of any kind including but not limited to caving and potholing</li> <li>• weightlifting.</li> </ul> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

b) Liability arising from any activity that involves the use of:

- |                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• airborne lanterns</li> <li>• bicycles other than for normal road use</li> <li>• cables or wires</li> <li>• elastic ropes</li> <li>• fireworks or explosive items</li> <li>• land, kite or fly boards of any kind</li> <li>• land, sand or ice yachts of any kind</li> <li>• motorised fairground rides</li> <li>• roller blades</li> <li>• sandboards</li> </ul> | <ul style="list-style-type: none"> <li>• skates</li> <li>• skateboards</li> <li>• skis</li> <li>• sleds</li> <li>• snowboards</li> <li>• snow tubes of any kind</li> <li>• toboggans</li> <li>• water based play inflatables</li> <li>• weaponry.</li> </ul> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

c) Liability arising from any activity that involves the ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this section, of any:

- motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, quad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped
- trailer used for carrying people (whether fare paying or not) for which compulsory motor insurance or security is not required.

d) Liability, other than liability relating to **products**, for any **mobility equipment** hired or loaned out by **you**.

3. PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION (PUBLIC AND PRODUCTS LIABILITY)

Section 1, subject to its terms, exceptions and conditions, extends to cover the following specified activities whilst under the overall control of any **professional supplier** subject to the special requirement for Insurance Checks for Professional Suppliers of Activities:

- |                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• abseiling</li> <li>• aerial runways</li> <li>• air rifle shooting</li> <li>• archery</li> <li>• assault courses</li> <li>• BMX riding</li> <li>• clay pigeon shooting</li> <li>• climbing wall</li> <li>• climbing with ropes</li> </ul> | <ul style="list-style-type: none"> <li>• dry slope skiing or boarding</li> <li>• go-karting</li> <li>• gymnastics</li> <li>• horse, pony or donkey riding</li> <li>• ice skating</li> <li>• inflatable play equipment</li> <li>• javelin throwing</li> <li>• land, kite or fly surfing or boarding</li> <li>• land, sand or ice yachting</li> </ul> | <ul style="list-style-type: none"> <li>• motorised fairground rides</li> <li>• paint-balling</li> <li>• roller blading</li> <li>• roller skating</li> <li>• rope courses</li> <li>• skateboarding</li> <li>• weightlifting</li> <li>• zip wires</li> <li>• zorbing.</li> </ul> |
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Policy number SCW 2286999

## ENDORSEMENTS

### 453 COSTS IN ADDITION AND CONTRACTUAL LIABILITY AMENDMENTS

The following changes are made to section 1 (Public and Products Liability):

A. Any payment for **costs and expenses** under this section, including any of its extensions, is now in addition to the limits stated in the policy wording or the schedule, other than in respect of any:

a) **claim**:

- i. arising from **terrorism**
- ii. under the following extensions:
  - 6 Wrongful Arrest
  - 8 Data Protection Act
  - 9 Libel and Slander

in which circumstances the **costs and expenses** is included within the indemnity limit, or extension limit, to which the **claim** applies

b) extension that only covers **costs and expenses**, in which circumstances the extension limit will apply.

B. The Claims settlement for Public and Products Liability is deleted and restated as follows:

Claims settlement for Public and Products Liability

#### LIMITS

The most **we** will pay:

a) under this section, including any extension to this section not stated in b) below:

i. for damages in respect of:

- all **claims** in any one **period of insurance** caused by **products** or arising from pollution or contamination
- any **claim** for liability other than relating to a **claim** for **terrorism, products**, pollution or contamination

ii. for damages and **costs and expenses** in respect of any **claim** (and all **claims** happening during any **period of insurance** caused by **products**) which is directly or indirectly caused by or results from, or is in connection with **terrorism** (if **we** allege that the **bodily injury** or **damage** has resulted from **terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**, is £5,000,000 or, if lower

is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.

**Costs and expenses** will be paid in addition to the indemnity limit unless **we** have stated otherwise.

b) under any extension to this section which relates to **costs and expenses** only, including Court Attendance Expenses, is the limit stated in the extension which is in addition to the indemnity limit stated in a) above.

c) for damages in respect of any **claim** under the Cross Liabilities extension in total to all parties is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.

C. Exclusion 4 relating to liability arising from an agreement is deleted and replaced by the following:

4. Liability arising from an agreement in respect of **products** or contract work executed by **you** unless liability would have existed without the agreement.

D. The following exclusion is added to extension 7 Second-hand Goods (Products Liability):

3. Liability arising from an agreement unless liability would have existed without the agreement.

Policy number SCW 2286999

## ENDORSEMENTS

### 406 ABUSE EXTENSION - £1M INDEMNITY LIMIT

The following extension is added to section 1 (Public and Products Liability):

#### WHAT IS COVERED

##### ABUSE

**We** will pay all amounts which **you** become legally liable to pay for damages arising out of any **claim** for accidental **bodily injury** to any person arising out of **abuse** occurring during the **period of insurance** and caused in connection with **your activities**.

The most **we** will pay for all **claims** for damages arising from **abuse** in any one **period of insurance** is £1,000,000.

#### This limit:

- a) forms part of, and is not in addition to, the indemnity limit for Public and Products Liability shown in the schedule, and
- b) is otherwise subject to the Claims settlement limitations for Public and Products Liability stated in endorsement 453 (Costs in addition and contractual liability amendments) shown in the schedule.

Where **abuse** of any person is continuous over more than one **period of insurance**, all such **abuse** will be deemed to have occurred during the **period of insurance** that such **abuse** first started.

#### Special requirements for abuse extension

#### PROTECTION POLICY FOR GROUPS WORKING WITH YOUNG PEOPLE OR VULNERABLE ADULTS

**You** are required as a condition precedent to **our** liability, if **you** work with young people or vulnerable adults, to ensure that:

- **you** comply with all statutory and other regulations imposed by any authority
- **your** written protection policy for young people and vulnerable adults is fully complied with at all times
- the Disclosure and Barring Service (DBS) are advised of **your activities** so that any necessary checks of **your employees** are made to comply with legislation.

#### WHAT IS NOT COVERED

1. Liability for:
  - a) which an indemnity is provided by any other insurance
  - b) **bodily injury** to any **employee**.
2. Any **claim** if **you** failed to comply with a special requirement and such failure caused, or worsened the liability.

## **CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)**

*(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy.)*

Policy Number: **SCW 2286999**

1. Name of policyholder:

**CFTTB of Peer Action**

2. Date of commencement of insurance: **26th March 2017**

3. Date of expiry of insurance: **25th March 2018**

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b)
2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

For and on behalf of **ANSVAR INSURANCE**  
*A business division of Ecclesiastical Insurance Office plc*



Richard Lane  
Managing Director

**Notes:**

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.*
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.*
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.*

**IMPORTANT NOTICE TO POLICYHOLDERS**

Under the terms of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 the requirement to display a certificate will be satisfied if it is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

Certificates of Insurance must clearly state the name of the policyholder and, where applicable, make reference to insured subsidiary companies.

As required by your policy terms, any change to the name of the policyholder or the formation, acquisition or divestment of subsidiary companies must be notified to Ansvar.

If you have any associated companies you will need to have separate cover.

NB/ 3966



Policy number: **SCW 2286999**

Effective from: **26/03/17**

Client ('you/your'): **CFTTB of Peer Action**

#### THE CONTRACT OF INSURANCE

1. This Statement of Facts must be read in conjunction with the schedule and forms part of your contract of insurance with Ansvar Insurance (we/us/our).
2. If the premium is to be paid by instalments, our application form must be fully completed and received by us within 14 days of cover being inception/renewed, otherwise payment by instalments will not be accepted by us.
3. You agree that the information provided to us for this insurance is and will continue to be accurate and not misleading and to be a fair presentation of the risks we are accepting. In respect of the policy renewal, this includes any changes occurring during the last period of insurance. Failure to do so may reduce the amount we pay for any claim, or in some cases, make no payment at all, cancel your policy and retain the premium.
4. You must carefully check all policy documentation and certificates. If there are any inaccuracies or they are not up to date, then you must tell your insurance advisor or us immediately.
5. Any policy issued will be governed by the law of England unless your legally registered address is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it shall be English law.
6. We will communicate with you in English at all times.
7. Your insurance advisor will be regarded as your agent acting on your behalf, and not on behalf of us, in respect of any information that has been provided by them.
8. Our policy cover is underwritten by Ecclesiastical Insurance Office plc. The Legal Expenses cover is administered by DAS Legal Expenses Insurance Company Limited.

#### DATA PROTECTION ACT - use of your information

Ansvar Insurance and its agents will use your information for the following purposes:

- 1) To administer your insurance policy by us, our agents, re-insurers and your insurance advisor.
- 2) Disclose it to solicitors, loss adjusters, service providers, regulators and ombudsmen as necessary.
- 3) Make, at our option, checks against publicly available information such as electoral roll, County Court Judgements, bankruptcy or repossessions to enable us to decide whether to offer insurance to you, the terms of such insurance, and to review any previous claims you have made.
- 4) Keep you informed by post, telephone, email, text messaging or other electronic means about insurance and financial products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted for these purposes **unless** you indicate an objection to receiving such information by contacting us either by email at [ansvar.marketing@ansvar.co.uk](mailto:ansvar.marketing@ansvar.co.uk) or write to us at Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR or telephone us on 0345 60 20 999 to have your details removed from our marketing lists.

#### Fraud prevention

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims. If you or anyone acting for you makes a false or fraudulent claim, supports a claim by any fraudulent document, device or statement, then we will not pay the claim and at our discretion can cancel the policy from the time of the fraudulent act took place and retain the premium.

Further details are available in our privacy policy on our website [www.ansvar.co.uk](http://www.ansvar.co.uk).

We may need to pass the email addresses we collect to other companies for administrative purposes only. We may use third parties to carry out certain activities, such as processing and sorting data, monitoring how you use our website, market research purposes and issuing our emails for us. Third parties will not be allowed to use your personal information for their own purposes.

Policy number: **SCW 2286999**

Effective from: **26/03/17**

Client ('you/your'): **CFTB of Peer Action**

STATEMENT OF FACTS

Your organisation is a: **Registered Charity**

Year established: **2011**

Charity registered number: **1155754**

1) You confirm that:

- a) the only activities you undertake are as shown on your policy schedule, and
- b) you are not involved in the provision, management or operation of any:
  - activity centre
  - animal rights campaigning
  - DIY scheme or Timebank
  - domiciliary personal care, medical or nursing care
  - employment agency or the supply and/or placement of volunteers
  - event organisation on behalf of any third party
  - food or industrial manufacturing processes (other than printing)
  - medical, surgical, dental, pharmaceutical or therapeutic products supply, sales or collection
  - meetings for the sole purpose of religious worship
  - political lobbying, marches or protests
  - research work (use of animals or any biological, chemical or medical research)
  - travel or tour organiser
  - 'umbrella' organisation (responsible for associated individuals, groups or organisations)
  - work using powered metalworking or woodworking machinery (other than powered hand tools), chainsaws, scaffolding or welding equipment
  - zoo, riding school, farm (including city or petting farms), or keeping dangerous animals (as defined by the Dangerous Animals Act).

2) You confirm that you do not undertake any visits or work abroad.

- 3) You confirm that you or any director, partner, trustee or committee member in connection with any business or organisation, have not been:
- a) convicted of a criminal offence (any convictions spent under the Rehabilitation of Offenders Act can be ignored), other than motoring offences
  - b) the subject of any unsatisfied County Court Judgement, bankruptcy, insolvency or voluntary agreement, or been disqualified from holding a company directorship
  - c) the subject of a prosecution, or notice of intended prosecution, under any health and safety at work, consumer protection or environmental legislation or investigation in the last three years by the Charity Commission, Revenue & Customs or any other regulatory body

4) You confirm that you:

- a) have not had any insurance contract cancelled or declared void, or renewal refused, or any special conditions imposed, due to breach of a policy condition, or due to non-disclosure or misrepresentation of a material fact, or due to claims or losses, or due to non-compliance with risk improvement requirements
- b) are not aware of any circumstances that might give rise to a claim
- c) have not had any claim(s) or loss(es) or incurred any liability, for any of the risks to be insured, within the last three years prior to the inception of this policy.

5) Your previous insurance history prior to the inception of this policy:

Insurer: **No previous insurance**

Policy number:

Expiry date:

6) You confirm that you do not have any assets, employees or representation outside of England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man requiring cover under this policy.

7) You confirm that your organisation's:

- a) declared income is **£14,000**
- b) wage roll does not exceed **£0**
- c) assets do not exceed **£25,000**
- d) volunteers and members do not exceed 250 persons.

8) You confirm that you comply with all statutory regulations, including those related to health and safety, product safety and environmental issues.

Policy number: **SCW 2286999**

Effective from: **26/03/17**

Client ('you/your'): **CFTTB of Peer Action**

**The following statements numbered 9 to 14 inclusive are only applicable if the appropriate section of cover is shown as operative on your schedule.**

- 9) For contents cover, you confirm that the premises or the part you occupy and use are:
- a) kept in a good state of repair and are not undergoing alterations, renovations or repair beyond that of normal upkeep and maintenance work
  - b) not in an area where flooding has occurred
  - c) not sited on a flood plain or within 400 metres of any body of water e.g. river, lake, stream or other watercourse
  - d) not located on sites that have any unusual features e.g. a bridge, railway line, river, lake, mine, quarry, gravel pit, well or cliff.
- 10) For liability cover, you confirm that:
- a) your work and recreational activities (including fund-raising events) are not excluded by the Activities or the Work Activities Extension (optional cover) endorsements as specified in the schedule
  - b) those professional services you require cover for have been disclosed to us and specified in the schedule
  - c) you always ensure that established codes of practice and safety are complied with for such activities or work
  - d) none of your activities involve any work on ships, offshore installations or at oil or gas refineries, chemical works or airports
  - e) any sub-contractor working for you must have in force their own liability insurance which provides cover for their sub-contract activities
  - f) you do not undertake any activities outside the United Kingdom.
- 11) For any activities involving young people (under 18 years) or vulnerable adults:
- a) you comply with all statutory and other regulations imposed by any authority, and
  - b) your written young people and vulnerable adults protection policy is fully complied with at all times and is kept up to date, and
  - c) all persons working with such people have been advised to the Disclosure and Barring Service (DBS) or authorised statutory body.
- You have confirmed a written protection policy and all staff required by DBS have been checked.**
- 12) For products liability cover, you confirm that you have not or do not sell or supply:
- a) products incorporated into any aircraft, spacecraft, watercraft or mechanically propelled vehicles
  - b) products incorporated into any gas, chemical, petrochemical or power generation plant
  - c) medical, surgical, dental, pharmaceutical or therapeutic products
  - d) or export products to the United States of America or Canada.
- 13) For professional indemnity and/or libel and slander (defamation) cover, you confirm that there has not been any incident that may give rise to threatened actions or lawsuits in respect of any of your publications, statements or broadcasts.
- 14) For trustees and directors indemnity cover, you confirm that your:
- a) governing documents do not prohibit the purchase of trustees and directors indemnity insurance
  - b) most recent annual financial report and accounts were independently examined or audited, where required by any regulatory body governing your organisation, and were not qualified in any way.

**DETAILS OF ANY AMENDMENTS TO THE ABOVE STATEMENT OF FACTS DECLARED TO US:**

**None**

Policy number: **SCW 2286999**

Effective from: **26/03/17**

Client ('you/your'): **CFTTB of Peer Action**

**Risk Management Self Assessment Form**

Detailed below is your response to the on-line questionnaire.

- |                                                                                                                                                                                                                       |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1. The organisation has:                                                                                                                                                                                              |             |
| i. a written Health and Safety policy that is current and regularly reviewed                                                                                                                                          | Not advised |
| ii. an appointed person, who must be an employee or volunteer of your organisation, responsible for Health and Safety                                                                                                 | Not advised |
| 2. Training records are kept for all staff (including temporary staff and volunteers) and only undertake tasks once they have demonstrated a satisfactory level of competency                                         | Not advised |
| 3. An adequate number of staff are trained and appointed as first aiders with appropriate first aid equipment                                                                                                         | Not advised |
| 4. Work undertaken by staff using visual display screens has been risk assessed and appropriate measures taken to reduce the risk of upper limb disorders, visual fatigue and mental stress                           | Not advised |
| 5. All food handlers are trained in food hygiene as required by the Food Hygiene Regulations 2006                                                                                                                     | Not advised |
| 6. All manual handling tasks have been risk assessed and the necessary training and equipment is provided to staff. Note: This includes the moving and transfer of people                                             | Not advised |
| 7. Work at height (including that within the building) is undertaken by professional contractors or where undertaken by staff that sufficient measures are taken to prevent falling a distance liable to cause injury | Not advised |
| 8. All portable electrical appliances are regularly inspected and tested by a competent person and the results recorded                                                                                               | Not advised |
| 9. All essential documents are kept in fireproof safes/cabinets and back-up computer disks kept off-site                                                                                                              | Not advised |
| 10. All contents in any basement or other storage area that is susceptible to water damage is stored at least 15cm above floor level                                                                                  | Not advised |
| 11. i. There is an intruder alarm system installed on the premises which is under a maintenance contract with a NSI/SSAIB/NACOSS approved alarm company                                                               | Not advised |
| ii. The alarm automatically alerts a 24-hour manned alarm receiving centre                                                                                                                                            | Not advised |

### **How my insurer helps me manage my health and safety risk**

Good health and safety standards help you to run your business successfully. Meeting the requirements of relevant regulation is a central factor in achieving this. Insurers recognise the wider benefits to society of encouraging businesses in following sensible, proportionate measures aimed at helping them to carry out their activities.

We are providing this information to help you take sensible steps to manage health and safety effectively.

Insurers will continue to settle legitimate claims. Insurers will also co-operate with businesses such as yours if you need to deal with the consequences of vexatious claims made against you.

Your insurer will always be willing to offer you guidance on what constitutes good practice in managing health and safety. This guidance should be aimed at improving the resilience of your business in dealing with civil law claims made against you, and will be proportionate to the level of risk involved.

### **Employers' liability vs public liability – what's the difference?**

Insurers provide cover for businesses' legal liabilities by issuing:

- employers' liability policies – this covers employers for injury or disease to people they **employ**; and
- public liability policies – this covers businesses for injury, disease or damage to people they **do not employ**, for example visitors.

### **The law - the Health and Safety at Work etc. Act 1974**

- This is the main law on health and safety and says that every employer is to ensure, so far as is reasonably practicable, the health and safety of employees and also persons not in their employment who may be affected by work activities.
- Your insurer expects you to take reasonable steps to comply with this requirement and other related regulations, using the guidance and tools provided by the Health and Safety Executive (or other competent organisations) to help with this aim. You can find more information at [www.hse.gov.uk/index.htm](http://www.hse.gov.uk/index.htm).
- Your insurer will not refuse to pay a claim purely because of a breach of health and safety regulations.
- Your insurer will not withdraw cover midterm purely because of a breach of health and safety regulations.

### **Who is an employee?**

There are various forms of employment. Often a working individual may not be engaged under a contract of employment. For this reason, insurers include, under an employers' liability policy, a definition of who is to be treated as an 'employee'. A typical definition would be:

- any person employed under a contract of service or apprenticeship;
- people on work experience schemes, for example, students;
- any person hired or borrowed from another employer including drivers or operators of hired in plant;
- labour only subcontractors; and
- home workers.

All these people are covered while working for and under your control in your business.

**Some common concerns**

<p><b>Documentation</b></p>	<ul style="list-style-type: none"> <li>• Insurers do not generally need you to show any formal evidence that you are keeping to health and safety regulations nor do they ask to see health and safety documents as a condition of granting insurance cover.</li> <li>• However, although it is not a legal or insurance requirement to do so, good record keeping (for example, training records, written risk assessments etc.) may be useful if you need to defend a civil law claim.</li> </ul>
<p><b>Written risk assessments</b></p>	<ul style="list-style-type: none"> <li>• If you employ fewer than five employees, there is no need for you to complete written risk assessments. However, although completing and recording risk assessments is not a legal or insurance requirement, it may help in defending any civil law claims made against you.</li> </ul>
<p><b>The role of health and safety consultants</b></p>	<ul style="list-style-type: none"> <li>• You do not need to hire a health and safety consultant. The law says that you must have access to competent health and safety advice – often, this is available from your own staff.</li> <li>• If, however, the complexity or nature of your business indicates that you do need external support, your insurer will normally recommend that you use a health and safety consultant who is listed on the Occupational Safety and Health Consultants Register. You can get more information at <a href="http://www.oshcr.org">www.oshcr.org</a>.</li> </ul>
<p><b>Testing portable electrical appliances</b></p>	<ul style="list-style-type: none"> <li>• There is no specific legal requirement for every portable electrical appliance to be tested each year and your insurer will not insist upon this when offering you insurance.</li> <li>• However, as you must maintain this equipment suitably to prevent danger, insurers recommend you follow the guidance published by the HSE, available at <a href="http://www.hse.gov.uk/electricity/index.htm">www.hse.gov.uk/electricity/index.htm</a>.</li> <li>• For specific guidance, read 'Maintaining portable electric equipment in low risk environments', available at <a href="http://www.hse.gov.uk/pubns/indg236.pdf">www.hse.gov.uk/pubns/indg236.pdf</a>.</li> </ul>

**More help**

Insurers approve the principles set out in the Association of British Insurers' Key Principles document: Health and Safety for Businesses and the Voluntary Sector. This is available at [www.abi.org.uk](http://www.abi.org.uk).

You can also find more guidance on the HSE website available at [www.hse.gov.uk](http://www.hse.gov.uk).

## Adequate Explanation Q&A Sheet

Below are some questions and answers aimed at explaining important features of the Credit Agreement offered by Ansvar Insurance.

### Consumer Credit Act 1974

You can arrange to pay for your insurance premium by instalments by completing a Direct Debit Instruction. We will issue you with the following documents to comply with the Consumer Credit Act 1974:

1. Pre-Contract Credit Information - setting out the costs and payments on your Credit Agreement.
2. Credit Agreement - which you will need to sign.

### Q) How do I apply to pay my premium by instalments?

A) You will need to complete and return the enclosed Direct Debit Instruction. We will then send your account details to your Bank or Building Society to be validated and arrange for payments to be made at agreed intervals. If we need to alter your payments we will write to tell you this before we debit your account. If you have more than one policy, your account will be charged separately for each policy. Whilst you have the option to pay by monthly instalments, your insurance policy remains an annual contract.

### Q) What is the purpose of this Credit Agreement?

A) This Credit Agreement provides an easy way to pay for your insurance. It is an agreement that allows you to spread the cost of your insurance premium over a period of time, allowing you to manage your cash flow more easily over the duration of your insurance policy. Our Credit Agreement is designed specifically for repayment of insurance premiums and is not suitable for any other use.

### Q) Who is eligible?

A) You must be 18 or older and have a Bank or Building Society current account. Banks or Building Societies may not accept instructions to pay Direct Debits from certain types of account, please check with them if you are not sure. We can only accept Direct Debit Instructions from the policyholder.

### Q) How important is it for me to read the Pre-Contract Credit Information?

A) It is very important that you read the Pre-Contract Credit Information (known as the Standard European Consumer Credit Information or SECCI) included within your Instalment Pack and take time to consider it carefully. The Instalment Pack contains details of the cost of your Credit Agreement, the monthly payment that you will need to make and the dates on which these will be taken, as well as the terms and conditions of the Credit Agreement itself which is our legal contract with you. This information will enable you to make an informed decision about whether or not this is the right method of payment for you.

### Q) Do I have the right to cancel or terminate this agreement?

A) You have the right to cancel this Credit Agreement within 14 days from receiving your copy of it by notifying us by phone, or in writing at the address shown overleaf. You may terminate this Credit Agreement free of charge at any time by giving us 14 days' notice in writing or by phone.

**If you cancel or terminate the Credit Agreement you will need to pay any outstanding premium due for your insurance cover immediately.**

**Q) How does paying by Direct Debit work and how much will it cost?**

A) Paying by Direct Debit lets you spread the cost of your insurance over 10 instalments rather than paying for it in one lump sum in advance. The premium plus Insurance Premium Tax (IPT) at the current rate plus any instalment charge that may apply (as set out in the Pre-Contract Credit Information and the Credit Agreement) will be divided equally over the instalments. Please make sure you have enough funds in your bank account each month to cover the Direct Debits. If you do not have sufficient funds you may be liable for charges from your Bank or Building Society for which we cannot be held responsible. Direct Debit is only available when you first take out your insurance or when you renew your policy. You cannot change to Direct Debit if you have already started to pay in a different way. We can only consider Direct Debit applications up to two months after the policy inception or renewal date.

Your Pre-Contract Credit Information will set out any specific charges relating to your policy.

**Q) What happens at renewal?**

A) When your policy is due for renewal your Direct Debit will automatically continue. We will advise you of any changes of amount and continue to apply to your Bank or Building Society for the amount due. If you want to stop your cover and cancel your Direct Debit, please contact us and your Bank or Building Society to let us know before the renewal date.

**Q) What happens if I make a claim on the policy?**

A) In the event of a claim you remain liable for any outstanding insurance premium. Ansvar reserves the right to deduct any outstanding premium under this agreement from any claims payments.

**Q) What happens if I fail to make a payment?**

A) If you fail to make a payment we will request it again from your account within the next 10 days. If this request also fails we will contact you and ask you to resolve this. If you cannot make the payment your policy will be cancelled and a charge made for any cover provided up to the date of cancellation. This would leave you without the protection of the insurance cover.

**Q) How do I get further information?**

A) For further information please contact us on 0345 60 20 999 or by writing to us at Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR.



Please fill in the whole form using ball point pen and send it to:

Ansvr Insurance Ansvr House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR
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Service user number

9	5	3	1	4	7
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Name(s) of Account Holder(s)


Bank/building society account number

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Sort code

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Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Policy reference number

S	C	W	2	2	8	6	9	9	9								
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**For Official Ansvr Insurance broker use only** - This is not part of the instructions to your bank or building society

Agreed instalment charge

**PAYER TO COMPLETE**

Please enter your preferred collection day e.g. 15th


**Instruction to your bank or building society**

Please pay Ansvr Insurance Direct Debits from the account detailed in this instruction, subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Ansvr Insurance and, if so, details will be passed electronically to my bank/building society.

Signature(s)
Date

Banks and building societies may not accept Direct Debit instructions for some types of account.

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 This guarantee should be detached and retained by the payer

# The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Ansvr Insurance will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Ansvr Insurance to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Ansvr Insurance or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society  
 - If you receive a refund you are not entitled to, you must pay it back when Ansvr Insurance asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.