

# FINANCIAL INDEMNITY PROPOSAL FORM



**Ansvar Insurance Company Limited**  
Ansvar House, St Leonards Road,  
Eastbourne, East Sussex, BN21 3UR  
Telephone: 01323 737541  
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Agent   
Agent No.  Agency Ref.   
Quote Ref./Policy no.



Please use BLOCK CAPITALS and, where applicable, answer the questions by putting a [✓] in the square adjoining the correct answer. If you [✓] any of the shaded boxes please provide details.

Cover is only available to those organisations recognised as charitable by law and able to demonstrate public benefit

## PROPOSER'S DETAILS

Full name of charity (state full legal entity including, where appropriate, the Trustees for the time being etc).

Type of charity (✓ one or more):

Recognised Charity  Applying for charity status  Registered charity   
Limited by guarantee  Charitable Incorporated Organisation  Charity registration number

Registered address:

Postcode

Name and address for correspondence (if different from above address):

Postcode

Telephone numbers

Office  Daytime (if different)

Other contact numbers

Fax  E-mail address   
Website address

Period of Insurance

From  To

Do you have any other policies with Ansva? Yes  No

If YES, provide details

Does the trust deed, constitution or charter of your charity allow you to provide Trustees Indemnity insurance for your charity trustees or officers? Yes  No

A CHARITY CONNECT PROPOSAL SHOULD BE USED IF YOU WISH TO INCLUDE OTHER COVERS NOT INCLUDED IN THIS PACKAGE

Please indicate if you would like details of the following:

Charity Connect  Church Connect  Charity Shops  Charity Minibus  Community Groups  Home Connect  Special Events   
Insurance cover arranged with HSB Houghton Engineering Services Ltd. for: Contractors All Risks  Engineering (statutory inspections)

## COVER REQUIRED

If you [✓] any of the shaded boxes please complete the appropriate section of the proposal form.

### TRUSTEES INDEMNITY

INCLUDED

State the indemnity limit required: £250,000  £500,000  £1 million

### LEGAL EXPENSES (Administered by DAS Legal Expenses Insurance Company Ltd with a £100,000 indemnity limit)

INCLUDED

### LOSS OF REPUTATION

INCLUDED

State the sum insured required: £5,000  £10,000

### FIDELITY GUARANTEE (If YES, complete supplementary questions below)

Yes  No

State the indemnity limit required: £25,000  £50,000  £100,000

### PROFESSIONAL INDEMNITY (If YES, complete supplementary questions below)

Yes  No

State the indemnity limit required: £100,000  £250,000  £500,000  £1 million

## COMPLETE THE FOLLOWING QUESTIONS ONLY IF FIDELITY GUARANTEE COVER IS REQUIRED

(NOTE: This cover has Best Practice Requirements which are a condition precedent to liability. Please refer to the policy wording for full details.)

### 1) State the total number of:

(a) Full time employees:  (b) Part-time employees:  (c) Volunteers:

### 2) How many of these employees/volunteers have duties involving cash handling, funds transfer or stock handling or control?

(a) Full time employees:  (b) Part-time employees:  (c) Volunteers:

### 3) Are you responsible for any goods or property belonging to a third party?

Yes  No

## COMPLETE THE FOLLOWING QUESTIONS ONLY IF PROFESSIONAL INDEMNITY COVER IS REQUIRED

### 1) Detail all professional services provided to any third party, whether for a fee or not (please be specific about what kind of advice, assistance, counselling, guidance, information, support or training etc. you offer or provide):

### 2) How many employees (including volunteers) are providing these services?

### 3) What are the qualifications and experience of persons who provide such advice or services?

### 4) Approximately how many enquiries do you receive per annum?

### 5) Do you hold confidential information on any third party?

Yes  No

### 6) Do you employ any persons or organisations on a sub-contracted basis?

Yes  No

(Note: cover does not extend to include sub-contractors)

### 7) Has there been any previous threatened actions or lawsuits in respect of any of your publications, broadcasts or infringement of trademark, registered design, copyright or patent right or similar legal contest?

Yes  No

**GENERAL DETAILS (to be completed in all cases)**

If you [✓] any of the shaded boxes please provide details

1) Describe the aims of the charity:

2) Full description of the activities undertaken to achieve the above aims by the charity:

a) at your premises:

b) away from your premises:

**PLEASE ENCLOSE ANY AVAILABLE LITERATURE DESCRIBING THE WORK/ACTIVITIES UNDERTAKEN BY THE CHARITY**

3) To what date were the last annual accounts made up:  /

4) Please state the period covered for the accounts if other than 12 months:  /  to  /

5) Were those accounts audited or 'independently examined' and given an unqualified report? Yes  No

6) State the gross annual income for the group (i.e. the charity and any subsidiaries): £

7) State the total gross assets (i.e. fixed and current assets + investments) for the group: £

8) State the total wages estimate for the current financial year ending:  /  for the group: £

9) Are you now or have you previously been insured against any of the risks proposed either in your name or in another name? Yes  No

If YES, state the:

- (a) type of policy (Trustees Indemnity, Fidelity Guarantee, etc.)
- (b) policy number
- (c) name of insurer
- (d) expiry date of policy
- (e) expiry date of long term undertaking (or if not applicable state 'none')

10) Has any insurer in respect of you or any director or trustee in the charity ever:

- (a) declined a proposal? Yes  No
- (b) cancelled or refused to renew a policy? Yes  No
- (c) increased the premium on renewal, imposed special conditions or requested extra precautions to be taken? Yes  No

11) To your knowledge, have you or any director or trustee in the charity been:

- (a) convicted or charged with, or received a caution for any criminal offence other than motoring offences? Yes  No
- (b) declared bankrupt, insolvent or the subject of a County Court Judgement which has not been satisfied? Yes  No
- (c) prosecuted or received notice of intended prosecution, under any Health & Safety at Work Act or Consumer Protection Act? Yes  No
- (d) involved in any legal dispute, action, prosecution, HM Revenue & Customs dispute or investigation/inquiry or DSS review in connection with the charity/organisation (excluding motoring offences)? Yes  No

12) Has the charity, or any director or trustee of the charity sustained loss or incurred any liability caused by any of the risks to be insured within the last 3 years? Yes  No

If YES, provide details including dates, circumstances and costs etc.

**GENERAL DETAILS (to be completed in all cases)**

*If you [✓] any of the shaded boxes please provide details*

**13) Does the charity have any wholly or majority owned subsidiaries?** Yes  No

If YES, (a) give details including name(s) and address(es)

(b) do you require cover for these subsidiaries? Yes  No

**14) Does the charity or any subsidiary have any employees or assets based overseas?** Yes  No

*(Note: the policy does not provide overseas cover)*

**15) When was the charity established?**  /  /

**16) Has the charity merged with any other organisation in the last 5 years?** Yes  No

**17) Has the name of the charity changed in the last 5 years?** Yes  No

**18) Has the charity been the subject of an investigation by the Charity Commission or any other regulatory body in the last 5 years?** Yes  No

**19) Do you anticipate any major changes to the charity's legal structure or activities in the next 12 months?** Yes  No

**20) After enquiry, is the charity or any present trustee aware of any circumstance or incident where there is any reason to suppose a future claim might result?** Yes  No

**21) Have you been the subject of any adverse publicity in the past 3 years?** Yes  No

**22) Do you anticipate your charity taking any decisions, or being involved in any actions in the next 12 months which may result in any adverse publicity?** Yes  No

**23) Do you or any director or trustee in the charity know of any other facts or circumstances which might reasonably influence our decision whether or not to accept the risk proposed or our rating or terms of acceptance?** Yes  No

**PLEASE USE THIS SPACE FOR ADDITIONAL INFORMATION**

## LONG TERM UNDERTAKING

In exchange for a premium discount do you want to enter into the Long Term Undertaking as detailed below?

Yes  No

NB. Before deciding please read the Special Notes relating to the undertaking.

### LONG TERM UNDERTAKING

I/We, the undersigned proposer(s), undertake to offer annually for **three years**  / **five years**  the insurance under the Policy(ies) which may be issued by Ansvar Insurance Company Limited as a result of this proposal on the terms and conditions in force at the expiry of each period of insurance. I/We also agree to pay the premium annually in advance or by instalments if acceptable to Ansvar.

For this undertaking Ansvar will allow a discount off the net premium on the Policy(ies) issued.

It is understood that:

- Ansvar shall be under no obligation to accept an offer to renew the Policy(ies) made in accordance with this undertaking
- the sums insured may be reduced at any time to correspond with any reduction in value or activities.

This undertaking applies to any policy(ies) that Ansvar may issue in place of this Policy(ies) and the same discount will be allowed off the net premium on the replacement policy(ies).

I/We agree that payment of the premium at the renewal date immediately following the expiry of the current Long Term Undertaking, as specified in the Policy Schedule, shall be deemed acceptance by me/us of:

- the continuation of this undertaking for the same number of years as the previous undertaking
- the Long Term Undertaking Clause and the Policy terms.

### SPECIAL NOTES RELATING TO THE LONG TERM UNDERTAKING

a) The undertaking is a legally binding contract between you, the proposer(s)/Insured, and Ansvar Insurance Company Limited.

If the proposal is accepted and subsequently:

- you break the undertaking, then Ansvar are at least entitled to recover from you the total amount of discount allowed for the period of the undertaking up to the date it is broken.
- Ansvar makes changes to the terms and conditions that are to your benefit, then the undertaking is unaffected.
- Ansvar makes changes to the terms and conditions otherwise than in c) above, then you are no longer required to renew the policy(ies) with us.
- there is a material change in the risk that requires a change in the terms and conditions before the undertaking expires, then from the date of the change either a new undertaking or the existing undertaking will be (re)negotiated and agreed.
- you discuss this insurance with a new intermediary or any other insurer before the undertaking expires, then you must tell them about its existence.

### CHECK THAT ALL QUESTIONS HAVE BEEN COMPLETED AND ANSWERED CORRECTLY BEFORE SIGNING

#### IMPORTANT NOTES FROM ANSVAR

- Our liability does not commence until this proposal has been accepted.
- We reserve the right to ask for special terms or decline this proposal.
- Failure to disclose all material facts, which are facts that might influence the acceptance or assessment of the proposal, may render the policy voidable by us. If you are in any doubt whether certain facts are material, these should be disclosed.
- A copy of this proposal will be supplied by us on request within 3 months of its completion.
- You should keep a record (including copies of letters) of all information supplied to us for the purposes of entering into this contract of insurance.
- A copy of the usual policy form issued for this class of business is available on request.
- English Law will apply unless expressly agreed otherwise.
- We may write to you or your insurance agent with details of other products and services available from Ansvar that we think may be of interest to you. However, if you do not wish to receive any marketing from us please tick this box.
- Insurers pass the information to the Claims and Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search the register. When you tell us about an incident (such as fire, water damage or theft) which may or may not give rise to a claim, we will pass information relating to it to the register. You can ask us for more information about this. You should show this notice to anyone who has an interest in property insured under the policy.

#### Data Protection Act – Use of your information

For the purpose of the Data Protection Act 1998 the data controller in relation to the information you supply for this insurance is Ansvar, part of the Ecclesiastical Insurance Group. As a data subject you have the right under the Act to ask your Data Controller for a copy of personal data you have supplied and ask for inaccurate data to be corrected. Information you supply is used for purposes of administration by the insurer and its agents, by re-insurers and your intermediary. It may also be made available to regulators and ombudsmen as necessary. In deciding whether to offer insurance, its terms or assessing claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgements, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

## DECLARATION BY THE PROPOSER(S)

I/We consent to Ansvar and its agents processing any data required to administer this proposal and any resulting insurance.

I/We declare that the above proposal, any other information we supply at Ansvar's request and this declaration shall be the basis of the contract between me/us and Ansvar and that to my/our knowledge and belief the above particulars are true and complete in every respect and that no material fact has been suppressed or withheld. If the above statements and particulars are in the handwriting of any person other than the undersigned such person shall be deemed to be my/our Agent for the purpose of completing this form.

I/We understand that you will pass information on this form and about any incident I/we may give details of to IDS Ltd so that they can make it available to other insurers. I/We also understand that, in response to any searches you may make in connection with this application or any incident I/we have given details of, IDS Ltd may pass you information it has received from other insurers about other incidents involving anyone insured under the policy.

I/We accept the terms of the Long Term Undertaking provided that we have answered 'YES' to the appropriate question in this proposal.

Signature

Name

Position in charity

Date