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# Charities and Insurance

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### *What is this guidance about?*

1. This guidance describes the forms of insurance available to charity trustees, some of which are mandatory. It also highlights the importance of risk assessment when trustees are considering what insurance is necessary or desirable for their charity.

### *Meaning of words and expressions used*

2. In this guidance:

The **1993 Act** means the Charities Act 1993.

The **2006 Act** means the Charities Act 2006.

**Breach of trust** is a breach of any duty imposed on a trustee. For charity trustees these duties may be imposed by the provisions of a charity's governing document, the requirements of the law or an order of the Court or the Charity Commission. A duty is something which trustees have to do. It is distinguished from a **power**, which trustees may or may not choose to use.

**Governing document** means any document which sets out the charity's purposes and, usually, how it is to be administered. It may be a trust deed, constitution, memorandum and articles of association, Scheme of the Commission, conveyance or will.

*Why insurance may be necessary or desirable for charities*

**Trustees** means charity trustees. Charity trustees are the people who, under the charity's governing document, are responsible for the general control and management of the administration of the charity. In the charity's governing document they may be called trustees, managing trustees, committee members, governors, or directors, or they may be referred to by some other title.

## Part 1: General

3. The trustees of a charity have a duty to safeguard the property of the charity not only from direct loss or damage but also from third party liabilities which would otherwise have to be satisfied out of the property of the charity. If trustees unreasonably fail to discharge this duty they may be personally liable to make good the charity's losses. Because of this, it may be appropriate to take out insurance as a means of discharging this duty.

4. Examples of types of insurance to cover against loss or damage are:

- buildings insurance;
- contents insurance; or
- event insurance.

5. Examples of types of insurance to cover against liability are:

- professional indemnity insurance;
- employers' liability insurance; or
- public liability insurance.

*What are the trustees' powers and duties with regard to insurance?*

6. These and other types of insurance are described in greater detail in Part 2 of this publication.

7. Part 3 deals with trustee indemnity insurance, which is a form of liability insurance, but its main purpose is to protect the **trustees** rather than the **charity**.

8. The Trustee Act 2000 gives trustees a clear power to:

- insure any property which is subject to the trust against risks of loss or damage due to any event; and
- pay the premiums out of the charity funds.

9. The power in the Trustee Act does not apply to charitable companies (except where they are trustees) but the powers expressed in the company's memorandum of association will normally be wide enough to authorise the purchase of this sort of insurance.

10. The 1993 Act (as affected by the 2006 Act) gives trustees a clear power to purchase indemnity insurance against their personal liability, and to pay the premiums out of charity funds.

11. Trustees' general duty to protect the property of their charity means that they should give proper consideration to the use of this power, so that the property of the charity is adequately insured against loss or damage, where such insurance is appropriate. The power under the Trustee Act 2000 is confined to insurance against loss or damage. However, the trustees may have a constitutional power to take out liability insurance. Even if they do not, it would

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ordinarily be appropriate to imply such a power where the nature of a charity's business seems to warrant it.

12. The governing document of a particular charity may go further and apply a positive duty to purchase insurance. If there is a doubt about the scope of such a duty when expressed in the governing document, the trustees should seek suitable legal advice or approach the Commission.

13. Trustees may also be required by the general law to take out certain types of insurance depending upon the circumstances of the charity. For example, a charity which has employees must normally have employers' liability insurance and a charity which uses, causes or permits the use of a motor vehicle on the road must obtain insurance against liabilities to third parties arising out of that use. (See paragraphs 42 and 43.)

14. Thus, a **duty** to take out insurance might arise from the general law or from the governing document of the charity.

15. Where trustees have a power to take out insurance against loss or liability, and unreasonably refuse to exercise it, or have a duty to take out such insurance, and fail to discharge the duty, they may become personally responsible for any loss or liability which results.

### *Risk management*

16. In recent times, the premiums for most insurance against loss or liability have increased significantly and the indications are that this trend is likely to continue. In addition, some insurers are ceasing to offer insurance in what they see as higher-risk areas. This is the result of their experience of increased claims.

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17. The increases in premiums and, in some cases, the withdrawal of specialist insurance products will affect the charitable sector. Unless there is a legal requirement to pass a risk of loss or liability to an insurer by purchasing insurance cover (see paragraphs 12 and 13 above), it is increasingly important that trustees address the following questions when considering the need for insurance cover against liabilities and losses:

- Does the nature of the charity's business present risk of a particular form of loss or liability? This clearly involves an analysis of the nature of the charity's business activity, and the practical risk of liability occurring.

The risk of vicarious liability for the acts of the charity's employees or volunteers should not be overlooked when conducting this analysis. In certain circumstances a charity or its trustees may be directly liable for the wrongful acts of its employees or volunteers. The larger the number of a charity's employees and volunteers the greater the risk. (See also *Vicarious Liability of a Charity or its Trustees* under 'Publications and Guidance' on our website.)

- How much would it cost to pass the risk to an insurer?
- Can anything be done to reduce this cost? For example:
  - By taking steps to reduce the likelihood that a claim will need to be made against the insurer and/or to reduce the size of any claim. Examples include enhanced security measures and the display of disclaimer notices (see paragraph 41).

- By instructing the charity's broker to seek competitive quotes, and not automatically accepting the first terms which are offered.
- By using a broker who can and will engage positively with insurers about the assessment of risk. A well-informed broker may be in a position to 'educate' insurers, for example by drawing comparisons between claims experience in charities and claims experience of non-charitable bodies of a similar size, and so obtain a more realistic premium for his client.
- By collaborating with other charities in the purchase of insurance.
- Can anything be done to increase the charity's funding to meet the cost of insurance?
- Is it rational for the charity to carry part or all of the risk of loss or liability itself?  
Trustees should take into account:
  - The size of the charity. A charity with a large-scale operation might think it appropriate to accept the consequences of its exposure to risk without taking out insurance. The need for insurance may be more obvious where the charity risks losing all or most of its assets as a result of a single claim.
  - The type of charity, specifically the risk to the charity trustees of personal liability. The use of a company structure usually protects the directors and members of the company from personal liability for its debts.

- The importance of the charity. How damaging would the social consequences be if the charity was put out of business by a claim or series of claims?
- The possibility of reducing premiums by accepting a higher excess.

It is here primarily that trustees of unincorporated charities need to consider the potential risks to themselves in relation to liabilities of the charity. If the charity's assets are insufficient to meet the liabilities, the trustees may possibly find themselves with a personal liability through no fault of their own.

- Should the charity reduce or abandon altogether the activity which gives rise to the risk?

18. Where a certain type of insurance cover is not compulsory, the initial decision to take it out should result from an analysis of risk by trustees. As our general advice on risk indicates (see *Charities and Risk Management* under 'Publications and Guidance' on our website), there are a number of responses to risks faced by charities including:

- accepting the risk;
- introducing controls or systems to limit the risk;
- stopping the activity that creates the risk;  
or
- passing the risk to an insurer or to another third party.

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19. Appendix III to *Charities and Risk Management* contains examples of potential risk areas, their potential impact on the charity and ways in which the impact could be mitigated. As the guidance makes clear, it is not an exhaustive list and should not be a substitute for a charity undertaking its own processes for risk identification.

20. Insurance cover should only be taken out if the level of risk which is to be passed to the insurer is such as to make the insurance premium worth spending. This decision is a matter of judgement and one which the trustees of a charity must make, taking professional advice if necessary, in the best interests of the charity. As with all decisions, provided the trustees have acted reasonably and have taken advice where appropriate, the charity will have to meet the consequences of any loss not covered by insurance (subject to the point made in paragraph 17 above about the charity's assets being insufficient). Trustees who fail to take advice or to heed advice given will face the risk of being found in breach of trust.

21. Where insurance is compulsory for a particular type of liability, or is otherwise considered to be necessary by the trustees, the charity will need to consider whether it can afford to continue the particular activity which gives rise to the risk of liability. Collaboration in the purchase of insurance with another charity or other organisation which is also engaged in the activity might make the insurance more affordable. Alternatively the trustees might wish to consider whether the charity can achieve its aims in a different way, or more effectively by merger with another charity.

22. The Commission is always willing to give advice and guidance on the issues of operational changes and mergers. We have

## *Charities which own or occupy land and buildings*

### *Buildings insurance*

produced a research report on **Collaborative Working and Mergers (RS4)**, together with a booklet **Collaborative Working and Mergers: An introduction (CC34)**. These point out good practice and pitfalls, and are available on our website or in hard copy.

## **Part 2: Common types of insurance**

23. The extent or nature of any insurance will depend upon whether the charity is:

- the freehold owner (paragraphs 24-29 below);
- the lessee (paragraphs 30-31 below); or
- a freehold owner or lessee who is also a landlord (paragraph 32 below).

24. Where a charity is the freehold owner of a building and insurance is not the responsibility of the lessee or tenant (if any), we recommend that the trustees should normally insure the building for its full reinstatement value, even if there is no actual duty to do so. This means that the sum insured (ie the maximum amount that would be paid under the insurance) should be sufficient to meet the cost of:

- any demolition work which might be necessary;
- clearing the site;
- professional fees (architect, surveyor etc);
- replacing the building in the same style etc as the original; and
- complying with any relevant planning requirements or building regulations.

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25. It is very important that the sum insured is adequate. If, in the event of a claim being made, the amount is found to be insufficient and the trustees ought to have purchased more extensive cover, the trustees may be liable to make good the shortfall out of their own pockets. To reduce the risk of a shortfall, we recommend that trustees initially obtain advice from a professionally-qualified building surveyor on what the amount should be; and that regularly (perhaps every two years) the surveyor should be asked to confirm whether or not the current figure is adequate. If the cover is not adequate, the trustees should notify the insurer immediately so that an adjustment may be made.

26. Similarly, if any alterations, improvements or additions are made to the building, the trustees should ask their surveyor to confirm the up-to-date overall rebuilding cost (inclusive of professional fees) and, if this is greater than the sum currently insured, the trustees should notify the insurer immediately so that an adjustment may be made.

27. If the trustees choose an insurance policy which is index-linked (so that the amount of the insurance is adjusted automatically each year by the insurers to reflect changes in the costs of labour, building materials etc), we still recommend that they should ask their surveyor every 3-4 years whether the current figure is adequate.

28. The recommendations in paragraphs 25 to 27 would, in our view, go a long way in protecting trustees against possible liabilities resulting from large fluctuations in the value of property, or the cost of building materials. Changes in property prices and building materials are not necessarily adequately reflected in the retail price index.

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### *Charities which are lessees*

29. If the property becomes unusable for a period, additional insurance can be obtained to cover a loss of income or additional expense in renting alternative accommodation.

30. Where a charity occupies property under a lease, it is essential that the terms of the lease are checked to see who is responsible for insuring the building - it may be that either the charity (as the lessee) or the landlord is responsible for buildings insurance. In some cases, responsibility for insuring the buildings may, under the terms of the lease, be limited to certain risks only, such as fire, lightning, earthquake and explosion. If the charity as lessee is responsible for repairs to the building, the trustees may need to consider whether it is desirable to insure against other perils as well.

31. Where the lease is of part of a building only, the landlord may be liable for the insurance of the building as a whole, but each lessee may be liable to pay to the landlord, in addition to the rent, an appropriate contribution to the cost of insurance. The amount of the contribution is usually calculated according to an agreed formula laid down in the lease and added to the rent payable by the lessee.

### *Charities which are landlords*

32. Where a charity is the landlord, the trustees must give proper consideration to responsibility for insurance when leases are drawn up. If the charity is to remain responsible for the buildings insurance (eg in the case of multi-occupancy), the trustees need to ensure that the rents agreed reflect this, or that provision is made to enable the landlord to recharge each of the lessees with an appropriate part of the insurance costs. If the lessee is to be responsible, the trustees must ensure that adequate insurance is held by the lessee. The lease might

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## *Contents insurance*

contain a provision for the charity to be given copies of the buildings insurance documents and to have some control over the level of cover.

33. The duty to protect charity property extends to the contents of a building such as furniture, equipment and cash, and charities should have a suitable policy. Trustees need to consider whether their insurance:

- should be on a 'new for old' basis (replacement of electrical equipment and furniture can be very expensive);
- covers loss arising from theft;
- needs to include cover for accidental damage;
- covers specific items such as computers; and
- covers money in transit and on the premises where appropriate.

34. In the case of a museum or art gallery or similar charity it may be that insurance against the loss or destruction of contents is not appropriate. This may be because the contents are irreplaceable or because the cost is prohibitively high. If the trustees were to meet that cost they might be unable to fulfil other activities essential to the purpose of the charity (for example the display, maintenance and repair of the collection). In such circumstances the trustees may wish to seek guidance from us as to whether the failure to insure would constitute a breach of trust, or as to alternative protective measures which they might consider.

35. Insurance cover may, for example, be obtainable at a reasonable price against the cost of repairing items which are damaged, or against the cost of investigating theft and of

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attempting to recover stolen items. Security measures might be reviewed in order to reduce the risk of loss and this might make insurance cover easier to obtain.

36. It is possible for contents insurance policies to include an automatic index-linking facility and the trustees will need to consider whether this is appropriate for their charity.

37. Where property is let by a charity, contents insurance is usually the responsibility of the lessee, if the contents belong to the lessee. Where a letting is furnished, the charity as landlord will need to ensure either that the lease makes the tenant directly responsible for insurance of the contents, or that the tenant pays, through the rent or service charge, for the insurance which the charity takes out.

### *Public liability insurance*

38. This may be appropriate for charities which own or occupy land or buildings. It offers protection:

- Against claims from members of the public for injury, loss or damage incurred on the premises of the charity.
- Against claims arising under the Occupier's Liability Acts 1957 and 1984. These Acts place on the occupier of a property a duty of care in respect of visitors to and trespassers on, their property. Section 2(2) of the 1957 Act provides that:

"The common duty of care is a duty to take such care as in all the circumstances of the case is reasonable to see that the visitor will be reasonably safe in using the premises for the purposes for which he is invited or permitted by the occupier to be there."

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39. Public liability insurance may also be appropriate for charities which carry on a business activity away from their own premises, arrange events attended by the public or are supplying goods to the public. In this way, the charity and its trustees, employees and volunteers would be indemnified against claims from members of the public for injury, loss or damage inflicted in the course of the activity, event or supply.

40. In the event of a claim exceeding the maximum amount payable under the policy (the 'limit of indemnity'), the trustees may find themselves personally liable for the shortfall if adequate cover was available but they unreasonably failed to purchase it, having regard to all the circumstances, including the nature of the risk and the cost of the cover. There is no statutory minimum level of cover.

*What about disclaimer notices?*

41. It is important to note that the display of a disclaimer notice (frequently found in cloakrooms and car parks) in respect of injury, damage or loss to any person or property whilst on the premises or making use of the premises, may not have the effect of avoiding liability. This is because under sections 2(1) and 2(2) of the Unfair Contract Terms Act 1977:

"2(1) A person cannot by reference to any contract term or to a notice given to persons generally or to particular persons exclude or restrict his liability for death or personal injury resulting from negligence.

2(2) In the case of other loss or damage, a person cannot so exclude or restrict his liability for negligence except in so far as the term or notice satisfies the requirement of reasonableness."

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## *Employers' liability insurance*

42. Charities which have employees are required to take out employers' liability insurance. Under the Employers' Liability (Compulsory Insurance) Act 1969 as amended by the Employers' Liability (Compulsory Insurance) Regulations 1998, all employers are required to have a minimum insurance cover of £5 million for injury or disease suffered or contracted by employees whilst carrying out their duties. A certificate showing that a valid policy is in force must be prominently displayed by the employer.

## *Motor insurance*

43. Where a charity owns or operates motor vehicles, the trustees must comply with the provisions of the Road Traffic Acts, which make it compulsory to have insurance against third party injury and property damage. If trustees, employees or volunteers are using their own vehicles for the purposes of the charity or on the business of the charity, the trustees must ensure that the insurance held by the owner of the vehicle extends to such use. Any additional premiums incurred in this respect may be met from the income of the charity.

44. There are special requirements in respect of minibuses used to transport people on a hire or reward basis and the charity's insurers should be able to advise the trustees on these.

## *Fidelity insurance*

45. It is possible to obtain cover to make good the loss to the charity arising from fraud or dishonesty on the part of any of its employees where they are handling the charity's cash or other valuables. It may be possible to extend this cover to include also fraud or dishonesty on the part of any of the trustees and/or volunteers. This type of cover (now commonly known as 'theft by employee insurance') is not a substitute for sound financial and personnel risk management

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and is usually provided only if the charity can demonstrate that its administrative arrangements are both adequate and properly supervised.

46. If trustees are advised by their legal or other independent professional advisers that this cover is necessary or desirable for the protection of the assets of the charity, any personal distaste at appearing not to trust their employees must take second place to their duty to protect the charity's property or reputation. Any financial loss suffered by the charity may well be recoverable from the trustees personally if the trustees have acted contrary to professional advice.

### *Other insurance for fundraising events*

47. Organisers of fundraising events such as fetes, shows and galas often take out cover against losses arising from cancellation of the event due to bad weather. This is commonly referred to as 'pluvius insurance'. There are usually strict time limits and arrangements for measuring rainfall levels with this type of insurance. We recommend that trustees wishing to take out cover of this nature should seek professional advice.

48. Insurance can be obtained in respect of appeals to cover the costs of establishing and administering the appeal, where the response to the appeal does not match up to expectations. It could also be extended to cover loss of cash raised at an event when being carried or kept overnight or over a weekend at the private dwelling of a nominated or senior individual of the charity. When proposing a large fundraising appeal, trustees should consider whether this type of policy is appropriate. Further information on fundraising can be found in our booklet **Charities and Fund-raising (CC20)**.

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## *Legal expenses insurance*

49. Charities may purchase insurance to indemnify the cost of certain legal expenses which may arise if the charity has to bring or defend legal proceedings and would otherwise be payable by the charity out of its own assets (unless recoverable from the opponent). Where this form of insurance covers the costs of an employment dispute, it usually also covers the charity's liability (as employer) for any specified compensation awarded to the employee. The cover can normally extend to include actions brought against the trustees, employees and volunteers.

50. Legal expenses insurance is normally bought in the usual way before any dispute or claim has arisen and limited cover is sometimes included in a contents or motor policy at little or no extra cost. It is also possible to buy legal expenses insurance **after** a particular need for legal action has been identified, when the cover will protect the charity's uncertain exposure to costs in dealing with the existing claim or dispute.

## *Legal advice helplines*

51. Some legal expenses and other insurance policies available to charities include free access to legal advice, usually through a telephone helpline. Such a service can be useful when there is a problem upon which advice is needed urgently before it develops into a possible loss or claim, whether or not covered by any of the charity's insurances.

## *Loss of revenue/increased cost of working*

52. Consequential loss insurance can be arranged to cover reductions in a charity's business income and/or increases in its overheads when business is disrupted as a result of a fire or other event causing damage to its premises and/or equipment. The cover should at least meet the cost of hiring new

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## *Professional indemnity insurance*

premises and/or equipment for the duration of any building work or whilst awaiting the replacement of equipment.

53. Where a charity is providing, whether contractually for a fee or otherwise, a professional service (such as counselling) or any form of advice or information (especially where complex or potentially contentious), the charity may be liable if this is provided negligently. It is therefore prudent to consider insurance against claims that the charity is legally liable for loss, injury or damage sustained when that service was provided or as a result of following that advice or using that information.

54. The terms of such policies require careful consideration. If (as is common) the policy only covers claims which are **instituted** during the period of cover, regardless of when the allegedly negligent advice was actually given, then the trustees may need to consider setting aside sufficient funds to meet the premiums for a period of several years (in accordance with professional advice) after the advice was given. This period may extend beyond the dissolution of a charity.

## *Staff sickness*

55. Insurance can be obtained to cover the costs of paying sick pay to employees.

## **Part 3: Trustee indemnity insurance**

56. Trustee indemnity insurance (TII) covers trustees from having to personally pay out when legal claims are made against them (by their charity or by a third party) for a breach of trust, or a breach of duty or negligence, committed by them in their capacity as trustees. Provided trustees have the necessary legal

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authority, they are entitled to be insured against claims that may arise as a result of their legitimate actions as trustees, and will be covered against liability as long as they have acted honestly and reasonably. In most cases, this authority will be provided by the statutory power introduced by the 2006 Act. Where the charity is a company, or carries out a part of its business through a separate company, the trustees' personal liability for any 'wrongful acts' as company directors or officers (including liability for 'wrongful trading') is similarly covered.

57. The main difference between TII and other types of insurance taken out for the benefit of the charity is that TII directly protects an individual trustee, rather than the charity itself. For that reason, TII is regarded as a form of 'personal benefit', needing a proper legal authority **before** the charity can purchase it. Many charities have long had this type of authority in their governing documents, but where a charity does not, s.73F of the 1993 Act now provides a general power to buy TII using charity funds. The cost must be reasonable and trustees must be sure that TII is in the best interests of their charity.

58. This means that the **only** time a charity needs to approach the Commission for authority to buy TII is when the charity's governing document directly and explicitly forbids its purchase. In our experience, it is extremely rare for a governing document to include this sort of specific prohibition. Much more common are **general prohibitions** on trustee benefits, but unless their terms specifically prevent the purchase of TII, **these are overridden by the general legal power** to buy TII without the Commission's consent.

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59. But trustees should be aware that TII **cannot** provide an indemnity to a trustee for his or her personal liability for:

- criminal fines, or penalties imposed by public authorities;
- costs of criminal proceedings where a trustee is convicted of fraud, dishonesty, or reckless conduct; or
- liability arising out of conduct which a trustee knew, or reasonably should have known, was not in the interests of the charity.

60. Where a governing document limits the liability of trustees **to the charity** for breach of trust, or where we or the court agree to relieve trustees of any liability to the charity, any trustee indemnity insurance taken out will only cover losses for which the trustees are **actually** liable. The charity itself will have to bear the cost of any losses over and above that.

61. For fuller details of when and how to make use of the general power, we recommend trustees read the information sheet **Trustee Indemnity Insurance (CSD-1279)** on our website.

#### **Part 4: Other associated issues and sources of information**

62. The trustees may need to seek advice as to the rights and position of volunteers, which may not be the same as those of employees. It is important to ensure that volunteers as well as employees receive adequate training and supervision and that they and those that they come into contact with in fulfilment of their role are afforded care for their well-being, for

### *Insurance of volunteers*

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example in accordance with the duties imposed by legislation such as the Health and Safety at Work etc. Act 1974. The trustees are advised to regard volunteers as being employees for insurance purposes and to ensure that they are appropriately covered by the usual types of insurance a charity might buy, such as that for employers' liability or public liability. The policy will need to be checked to see how it defines what the term 'volunteer' means for the purposes of that policy and the trustees should keep accurate records of the volunteers working for the charity who fall within that definition.

### *National schemes*

63. Charities that are members of national organisations or associations should contact their national headquarters for advice on insurance, as many have negotiated schemes that members can join.

### *Charities operating internationally*

64. Charities that operate internationally have complex risks to personnel and property to consider. The action to be taken to protect the health and safety of charity personnel, amongst other things, is examined in our guidance on *Charities Working Internationally* (available under 'Publications and Guidance' on our website). Adequate safety measures may help to reduce both the risk to personnel and the cost of insurance premiums.

65. The charity People In Aid (1078768) is an international network of development and humanitarian assistance agencies. Further information on personnel safety and the management of risk associated with staff can be found on its website. People In Aid has published a survey entitled 'Under Cover' which looks at insurance cover for aid workers - this will be updated when necessary. The contact details are as follows:

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People In Aid  
The Resource Centre  
356 Holloway Road  
London  
N7 6PA

[www.peopleinaid.org](http://www.peopleinaid.org)  
Tel: 020 3095 3950  
Fax: 020 7697 9580  
Email: [info@peopleinaid.org](mailto:info@peopleinaid.org)

### *Insurance brokers*

66. When considering the arrangement of any type of insurance cover, trustees should seek proper independent professional advice. It is usually advisable to use an insurance broker who has an appropriate understanding of charities' insurance needs and who is in a position to place business with any one or more of a range of insurance companies. Charities which do this are likely to find that their insurance needs are met more economically. The Charity Commission does not hold lists of insurance companies that offer services to charities. The British Insurance Brokers' Association, for example, has a list of brokers for each area of the country and can also identify those of its members who have a particular specialism or interest. The Association's address is:

British Insurance Brokers' Association  
BIBA House  
14 Bevis Marks  
London  
EC3A 7NT

[www.biba.org](http://www.biba.org)  
Tel: 0870 950 1790  
Fax: 020 7626 9676  
Email: [enquiries@biba.org.uk](mailto:enquiries@biba.org.uk)

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## *Other useful addresses*

67. The National Council for Voluntary Organisations (NCVO) is the largest umbrella body for the voluntary and community sector and offers advice and information on a wide range of sectors. As well as providing best practice advice, NCVO represents the sector when dealing with government and policy makers. NCVO is also a membership body and has over 4,200 organisations as members. Its address is:

NCVO  
Regent's Wharf  
8 All Saints Street  
London  
N1 9RL

[www.ncvo-vol.org.uk](http://www.ncvo-vol.org.uk)  
Tel: 020 7713 6161  
Fax: 020 7713 6300  
Freephone Helpdesk: 0800 2798 798

68. The Health and Safety Executive has guidance on Employers Liability Insurance at:  
<http://www.hse.gov.uk/pubns/hse40.pdf>

69. The National Centre for Volunteering has some information sheets on health and safety and insurance at:  
<http://www.volunteering.org.uk/Resources/information/on-lineinformationsheets>

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## Significant changes from the previous version of this guidance

The previous version of this guidance was dated September 2003. Part 3 of this revised version reflects changes brought in by the Charities Act 2006 which allow a charity's funds to be used to purchase trustee indemnity insurance policies. Other minor changes have been made to keep the text up to date.

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*We aim to make our publications as useful and easy to read as possible. If you have any suggestions about how this booklet may be improved, please write to the Print and Publishing Manager at our Taunton office.*

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## Further Reference

For further information you may find it useful to refer to the following Charity Commission publications:

- CC2 Charities and the Charity Commission
- CC3 The Essential Trustee: What you need to know
- CC3(a) Responsibilities of Charity Trustees: A summary
- CC8 Internal Financial Controls for Charities
- CC10 The Hallmarks of an Effective Charity
- CC11 Payment of Charity Trustees
- CC20 Charities and Fund-raising
- CC30 Finding new Trustees: What charities need to know
- CC34 Collaborative Working and Mergers: An Introduction
- RS4 Collaborative Working and Mergers

Mae'r rhan fwyaf o'n cyhoeddiadau ar gael yn Gymraeg. Am wybodaeth ar y cyhoeddiadau sydd ar gael ffoniwch y Comisiwn Elusennau Uniongyrchol ar 0845 300 0218.

For a complete list of all our publications, audio-cassettes and CDs, please ask for:

- CC1 Charity Commission Publications

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- view and print from our website:  
**[www.charitycommission.gov.uk](http://www.charitycommission.gov.uk)**;
- order during opening hours - Monday to Friday 08:00 - 20:00 and 09:00 - 13:00 Saturdays by telephoning us on **0845 300 0218**; or
- write to **Charity Commission Direct, PO Box 1227, Liverpool, L69 3UG**.

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## Notes

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## Notes