

Policy number: **ACG 2361086**

Effective from: **15/07/23**

Client ('you/your'): **CFTTB Free Film Festivals**

#### THE CONTRACT OF INSURANCE

- 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).
- 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 incepted/renewed, otherwise payment by instalments will not be accepted by us.
- You must make sure that the information provided to us for this policy is, and will continue to be, accurate and not misleading and is 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. If any of the information you provide is not accurate or is misleading then we 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. You should keep a record (including copies of letters) of any information you give to your insurance advisor or us when renewing your policy.
- You must carefully check all policy documentation and certificates. If there are any inaccuracies then you must tell your insurance advisor or us immediately.
- 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.
- We will communicate with you in English at all times.
- 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.
- Our policy cover is underwritten by Ecclesiastical Insurance Office plc. The Legal Expenses cover is dealt with by DAS Legal Expenses Insurance Company Limited.

Date of issue: **5/07/23**

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Please check that the following details we have for you are correct.

If any information is missing or incorrect then please advise your insurance advisor or us and we will issue a revised statement of facts and if applicable update any terms.

#### ORGANISATION DETAILS

- 1) Your:
  - a) organisation is a **Voluntary organisation**
  - b) Charity registration number is **not applicable**
- 2) Year your organisation was established:
- 3) You have declared to us your organisation's:
  - a) membership as up to **50**
  - b) income as **£6,000**
  - c) wage roll as **£1**
  - d) volunteers as **10**
- 4) 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.
- 5) You confirm that you comply with all statutory regulations, including those related to health and safety, product safety and environmental issues.
- 6) You confirm that there has been no change in your activities or legal structure in the last twelve months or have any planned changes in the next twelve months.
- 7) You confirm that you or any director, partner, trustee or committee member, either as private individuals or 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 1974 can be ignored), other than motoring offences
  - b) the subject of any unsatisfied County Court Judgement, Sheriff Court Decree, 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
  - d) the subject of any adverse publicity in the last five years, or anticipate being the subject of any adverse publicity in the next twelve months.
- 8) 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:
    - i) breach of a policy condition
    - ii) non-disclosure or misrepresentation of a material fact
    - iii) claims or losses
    - iv) non-compliance with risk improvement requirements
  - b) are not aware of any circumstances that might give rise to a claim
  - c) are not aware of any incidents that may give rise to threatened actions or lawsuits in respect of any of your publications, statements or broadcasts
  - d) have not had any claim(s) or loss(es) or incurred any liability, for any of the risks to be insured, within the last five years other than those stated under 'CLAIMS DETAILS'.
- 9) Your previous insurance details:
  - a) Insurer: **Ansvar Insurance**
  - b) Policy number: **CCP6071802**
  - c) Expiry date: **31/01/22**
- 10) You confirm that each of the premises to be insured, the buildings and outbuildings are of 'standard construction'. By 'standard construction' we mean:
  - a) walls built of brick, stone or concrete, and
  - b) roofed with slates, tiles, profiled metal (not lead, copper, aluminium or corrugated iron) or concrete including
  - c) flat felt roof area(s) not exceeding 20% of the total roof area.

Any non-standard construction for buildings will be noted as '**Non-standard**' under the relevant 'Risk Location' and any further details will be shown under 'DETAILS OF ANY AMENDMENTS TO THE ABOVE STATEMENT OF FACTS DECLARED TO US'.

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**COVER DETAILS**

**The following statements numbered 11 to 19 inclusive are only applicable if the appropriate section of cover is shown as operative on your schedule**

- 11) For property cover, including contents, you confirm that the buildings and outbuildings at each premises to be insured 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) occupied and used in accordance with your activities and there are not any unoccupied, in whole or part, buildings
  - c) not in an area where flooding has occurred
  - d) not sited on a flood plain or within 400 metres of any body of water e.g. river, lake, stream or other watercourse
  - e) not located on sites that have any unusual features e.g. a bridge, railway line, river, lake, mine, quarry, gravel pit, well or cliff
  - f) not powered by, or contain any, renewable energy generating machinery or plant other than:
    - i) wind turbines less than 10kw generating capacity
    - ii) solar or photovoltaic panels less than 50kw generating capacity.
  
- 12) For subsidence cover, you confirm that each of the premises to be insured:
  - a) are free from any signs (e.g. cracking) of:
    - i) subsidence (downward movement of the ground beneath the buildings other than by settlement)
    - ii) heave (upward movement of the ground beneath the buildings as a result of the soil expanding)
    - iii) landslip (downward movement of sloping ground)
    - iv) settlement (downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction)
  - b) has not had underpinning or remedial action of any type in connection with subsidence, heave, landslip or coastal or river erosion.
  
- 13) For contents cover you confirm that you meet our minimum standard of physical security or any additional specific protections agreed, at each premises to be insured, and that you will maintain those protections at all times in efficient working order, and keep them in effective operation.
  
- 14) For liability cover, you confirm that:
  - a) all your activities (including fund-raising events) have been disclosed to us and specified in the policy wording and schedule or by endorsement or otherwise agreed by us in writing
  - b) those treatments or 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 professional supplier working for you must have in force their own liability insurance which provides cover for their activities
  - f) any manual work undertaken away from your premises or any work abroad (other than clerical work while on a temporary visit abroad) has been disclosed to us and specified in the policy and/or by endorsement or otherwise agreed by us in writing.
  
- 15) Where you or any of your employees, volunteers or professional suppliers work unsupervised with children or vulnerable adults, or have unsupervised access to children or vulnerable adults, you confirm that you have:
  - a) no allegations of abuse made against you or any of your employees, volunteers or professional suppliers whilst working for you or acting on your behalf, and
  - b) prepared and implemented a written safeguarding policy that is regularly reviewed, and
  - c) appointed someone to advise you on safeguarding matters and deal with allegations or concerns, and
  - d) implemented safe recruitment procedures for your personnel (including any necessary Disclosure and Barring Service, Disclosure Scotland or AccessNI checks where appropriate), and
  - e) provided safeguarding training with regular refresher or procedure updates based upon current "best practice" for all of your employees, volunteers and professional suppliers, and
  - f) arrangements in place for the reporting of concerns and allegations, and
  - g) retained securely or will retain securely:
    - i) a copy of your safeguarding policy, including any revisions to it and records of any training delivered to your employees, volunteers or service providers, and
    - ii) copies of any employment and engagement applications, references, identity verifications, Disclosure and Barring Service, Disclosure Scotland or AccessNI checks, and
    - iii) records of any abuse allegations or incidents, including notifications to the appropriate authorities.
  
- 16) For products liability cover, you confirm that:
  - a) you have not or do not sell or supply
    - i) products incorporated into any aircraft, spacecraft, watercraft or mechanically propelled vehicles
    - ii) products incorporated into any gas, chemical, petrochemical or power generation plant
    - iii) medical, surgical, dental, pharmaceutical or therapeutic products
    - iv) or export products to the United States of America or Canada.
  - b) any manufacture, processing, servicing, repairing, testing or assembly of components or complete articles have been disclosed to us and specified in the policy and/or by endorsement or otherwise agreed by us in writing
  - c) records of all products supplied (including their instructions for use and warnings) and details of the quality control system used are retained by you.

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- 17) For loss of licence cover (premises licence with a designated premises supervisor or a Club Qualifying Certificate), you confirm that there has not been any review of the premises licence resulting from a police closure order or representation by any interested party.
- 18) For trustees' and directors' indemnity cover, you confirm that:
- a) your governing documents do not prohibit the purchase of trustees' and directors' indemnity insurance
  - b) your 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
  - c) your most recent annual accounts had a positive net worth (that is total assets exceed total liabilities)
  - d) you are able to pay the organisation's debts as they fall due
- 19) For cyber cover, you confirm that:
- a) you have an email and internet usage policy to manage email use and prevent access to inappropriate or potentially damaging website that employees are expected to follow, and
  - b) when recruiting new employees you undertake background checks including credit checks and DBS checks, where required, before employment is offered, and
  - c) if making payments online or transferring money you have documented procedures in place to ensure that payment requests are genuine and verified before making payments, and
  - d) data backups are performed at least every seven days. If a service provider processes or stores data for you, make sure that the terms of the contract between you and the service provider allow data to be backed up in line with this condition, and
  - e) you use data storage and service providers that are based in the United Kingdom, Channel Islands or Isle of Man, and
  - f) there is a firewall in place which controls access to your computer system, and
  - g) your computer system is protected with up-to-date anti-virus software which is paid for and not freely available and is updated at least every seven days, and
  - h) any handling or processing of any special categories of data, as defined under current data protection legislation, has been disclosed to us and agreed by us in writing.

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

**None**

**CLAIMS DETAILS**

**None**