

# Guidance Notes for Local Groups on the Friends of the Earth Insurance Cover



All licensed local groups are covered by Friends of the Earth's Public & Products Liability and Employer's Liability insurance policies for a wide range of permitted activities. Please read the information below carefully, as it's crucial that all local groups know what activities are covered and any related conditions. **Most importantly, all local groups and their members need to understand that they must only carry out the activities permitted by the insurance policies when acting on behalf of the group and/or Friends of the Earth England, Wales and Northern Ireland (EWNI).** Undertaking an activity not covered by our insurance when acting on behalf of the group and/or Friends of the Earth EWNI makes the individuals concerned and Friends of the Earth EWNI liable for the full cost of any claim made.

## 1. What does the Employers' Liability policy cover?

Our Employer's Liability policy covers any damage and/or injury to any member of the local group or their property whilst carrying out one of the permitted activities (see Q3 below). The indemnity limit for this policy is £10 million (with an inner limit for terrorism of £5 million).

## 2. What does the Public & Products Liability policy cover?

Our Public & Products Liability policy covers any damage and/or injury to any member of the public or their property whilst engaging with, or being subject to, any one of the permitted activities specified below in Q3. The indemnity limit for this policy is £5 million (with an inner limit for terrorism of £2 million).

## 3. What activities are permitted under both policies?

Cover is provided for the following activities only. Please note that some of these activities also require you to get prior approval from the insurers before proceeding – if this is the case, please contact either your Network Developer (find their details at [http://www.foe.co.uk/community/local\\_groups/staff\\_support.html](http://www.foe.co.uk/community/local_groups/staff_support.html)) or the Activism Support Coordinator (localgroups@foe.co.uk or 020 7566 1677). Please see Q4 and Q5 if you wish to carry out an activity which is not listed here, or if you think that an activity should be added to this list.

- a) **Leafleting & petitioning for signatures** – this covers any campaigning activity concerning inviting members of the public to take more information about a Friends of the Earth campaign and/or to sign up in support (i.e. via a petition, postcard or form for further information etc).
- b) **Public meetings, seminars and small conferences** – this covers any events of this nature hosted by the local group and open to either members of the public or local group members only. If your event is likely to involve more than 100 people, then please contact us in advance of the event as we need to check with the insurers to see if cover could be extended (and please see Q5 for the situation if cover cannot be extended).
- c) **Practical conservation work** – although this is classed as a permitted activity, any work involving manual labour needs to be checked with the insurers in advance to make sure it's covered, so please contact us as soon as possible if you are planning any practical conservation work.
- d) **Recycling projects excluding waste** – waste is defined here as relating to any “trade waste” or “hazardous waste” so any activity involving either is not covered. As with the category above, any work within this activity involving manual labour needs to be checked with the insurers in advance to make sure it's covered, so please contact us as soon as possible if you are planning any recycling projects.
- e) **Shredding and composting** - As with the category above, any work within this activity involving manual labour needs to be checked with the insurers in advance to make sure it's covered, so please contact us as soon as possible if you are planning any shredding or composting projects.
- f) **Sponsored walks / runs and other sponsored events** – this covers sponsored walks, runs and other more standard sponsored events. If your event involves either any celebrities taking part or any extreme/hazardous activities, you must contact us in advance of the event as we'd need to check with the insurers to see if your event is covered (and please see Q5 for the situation if cover is not available).

- g) **Cycle rides** – this covers cycle rides organised for the public to join in with, as well as rides organised just for the benefit of the group’s members. It also covers sponsored cycle rides, subject to the conditions described in (f) above regarding involving celebrities or extreme/hazardous activities.
- h) **Demonstrations** – this covers participating in or organising “a group activity, whether a meeting, assembly, protest, rally, march or vigil, the purpose of which is to express specific views or grievances”. Most importantly, the demonstration must be lawful and non-violent. Any activity deemed to be either unlawful or outside of the policies and procedures of Friends of the Earth EWNI constitutes a breach of the Partnership Agreement, and therefore, would not be covered by the Friends of the Earth insurance policies (meaning that most likely the individuals concerned would be personally liable). If you’re uncertain about Friends of the Earth’s position on non-violent direct action, please contact either your Network Developer or the Activism Support Coordinator. You might also find it helpful to read this how to guide about protesting on the right side of the law: [http://www.foe.co.uk/resource/how\\_tos/cyw\\_59\\_protest\\_law.pdf](http://www.foe.co.uk/resource/how_tos/cyw_59_protest_law.pdf)
- i) **Youth education work** – this covers the activities of the Youth & Education network and also the involvement of young people in your group’s activities (provided that these are only the activities permitted by the insurance policies – i.e. those detailed here in Q3). There is no minimum age limit for local group members, but please make sure that you read our guidelines on involving young people if someone under-18 asks to join your group ([http://www.foe.co.uk/community/local\\_groups/resource/young\\_people.html](http://www.foe.co.uk/community/local_groups/resource/young_people.html)). This advises that you seek parental consent before allowing a 14-16 year old to join your local group and make sure that both the young person and parent/guardian fully understands what being involved in the group means. Any under-14s should be accompanied by their parents or an appropriate adult at all times. Young people aged between 16-18 are classed as adults and able to decide for themselves, but where possible, we’d recommend that you seek parental consent for 16-18 year olds also. Don’t forget also that any work with children or youth outside of your group (i.e. going into schools, working with youth groups etc) requires you to be a member of the Youth & Education Network and to have had the requisite checks carried out.
- j) **Door to door collections** – this covers going from house-to-house fundraising, delivering leaflets, and/or asking people to sign postcards/petitions or to support your group. We also strongly recommend that you carry proof of ID and validation badges to prove that you are from an official Friends of the Earth local group (you will need to provide these yourselves, as this is not something we are able to provide centrally).
- k) **Local street collections / London street collections** – this covers being out on the street fundraising, delivering leaflets, and/or asking people to sign postcards/petitions or to support your group. You must ensure that you get a licence to do this from your local Council in advance. We also strongly recommend that you carry proof of ID and validation badges to prove that you are from an official Friends of the Earth local group (you will need to provide these yourselves, as this is not something we are able to provide centrally).
- l) **Homemade food & drink** – this covers anything sold or given away, whether to a member of the public or to other group members, and whether via a stall, event or group social.
- m) **Merchandise stalls** – this covers stalls selling or giving away items such as books, leaflets, reusable bags, homemade goods, Fairtrade produce, hot or cold drinks, plants, energy-saving lightbulbs, stationary, cards, stickers/ badges, t-shirts, hats/caps, and rainjackets. It also includes campaign stalls that are handing out information, getting people to sign postcards/petitions and/or inviting people to take part in an activity (e.g. games, quizzes etc).
- n) **Farmers markets** – this covers organising a farmers market, as well as participating in one. It also covers events that are open to the public, as well as events arranged just for the benefit of the group’s members.
- o) **Benefit concerts other than rock and/or pop concerts** – rock and/or pop concerts are defined as “a large arena/stadium type event”, so this activity covers any concert or gig of a smaller scale. If your concert or gig is held in a venue with a live music licence, you are likely to be covered by that venue’s insurance policy also.
- p) **Debates & film evenings** – this covers putting on a debate and/or film evening, as well as participating in one. It also covers events that are open to the public, as well as events arranged just for the benefit of the group’s members.
- q) **Cheese & wine evenings** – this covers hosting an evening, as well as participating in one. It also covers events that are open to the public, as well as events arranged just for the benefit of the group’s members.

\*\* All this information is online at: [http://www.foe.co.uk/community/local\\_groups/resource/insurance.html](http://www.foe.co.uk/community/local_groups/resource/insurance.html)  
 Why not circulate the link round your group to make sure that all members are aware of this guidance? \*\*

- r) **Jumble sales** – this covers putting on a jumble sale, as well as participating in one. It also covers events that are open to the public, as well as events arranged just for the benefit of the group’s members.
- s) **Dances and discos** – this covers putting on a dance or disco, as well as participating in one. It also covers events that are open to the public, as well as events arranged just for the benefit of the group’s members.

#### 4. What is definitely not covered?

Our insurers have confirmed that the following activities listed below are not covered by either policy – nor can cover be extended to include them. This list also acts as a limit to the permitted activities detailed above in Q3 – e.g. if you carry out a permitted activity but do so in a way that is unlawful, you will not be covered. Therefore, **you must not proceed with any of the activities listed below** as to do so would make both your group and Friends of the Earth EWNI liable to cover any claim resulting from the activity (i.e. the full cost of the claim, plus any legal fees, would fall on us rather than our insurers which could have serious implications for you, your group and/or the organisation).

- a) **Anything unlawful** – this applies to both the group as a whole and individuals when acting on behalf of a Friends of the Earth local group (any individuals carrying out the unlawful activity would also be personally liable). Please note also that unlawful activity on the part of a local group constitutes a breach of the Partnership Agreement and Friends of the Earth EWNI would have the right to immediately terminate the Agreement (most likely, resulting in the liability for the claim resting solely on the individuals concerned).
- b) **Libel and slander** – these are terms for defamation (libel for written, published or otherwise broadcast words or pictures; slander for oral statements). For general guidance on defamation, see: <http://www.yourrights.org.uk/yourrights/right-of-free-expression/defamation/index.html>
- c) **Hazardous events** – like a sponsored parachute jump.
- d) **Giving advice** on anything other than Friends of the Earth’s campaigns or work – this falls under professional indemnity insurance which we do not have. This is different to giving information (which is permitted), because advice is defined as “an opinion or recommendation offered as a guide to action or conduct”.
- e) **Loss of money** – it’s the responsibility of each local group to make sure their finances are kept in order so that financial loss of any kind doesn’t occur.
- f) **Anything to do with a vehicle** – you must instead ensure that the vehicle and its use is covered by the policy of the owner or hire company.

#### 5. What should we do if we want to carry out an activity that is not listed in Q3 as a “permitted activity” or in Q4 as a “not covered activity”?

Please contact either your Network Developer or the Activism Support Coordinator (localgroups@foe.co.uk or 020 7566 1677) immediately with as much information as you can provide about the planned activity as we may be able to get the policy extended to cover the activity in question (either permanently or as a one-off). This may be at extra cost which if appropriate, may be passed onto your group to pay for. It’s also possible that we may not be able to get the policy extended – in which case, **you must not proceed with the activity** as to do so would make both your group and Friends of the Earth EWNI liable to cover any claim resulting from the activity (i.e. the full cost of the claim, plus any legal fees, would fall on us rather than our insurers).

Even though these insurance policies are extremely comprehensive, we acknowledge that the nature of campaigning changes rapidly and new ideas and techniques are being thought up all the time. Therefore, if you are aware of any potential local group activity that is not included within the list of permitted activities, please tell us (even if it’s not something that your group is necessarily planning to do). Again, please contact either your Network Developer or the Activism Support Coordinator to discuss this and where possible, we will explore extending cover.

Please also note that we are currently exploring with the insurers the possibility of adding “carrying out surveys” as a permitted activity as this is not included within the policies. Therefore, if your group wishes to carry out any survey work, please contact us in advance of doing so, so that we can confirm whether or not this is allowed (either as a one-off activity for which cover has been extended or as a permanent addition to the list of permitted activities).

## **6. Are we covered for events we organise with other organisations?**

Both insurance policies only cover licensed Friends of the Earth local groups, and therefore, the policies will not extend to covering the involvement of other groups or organisations if an event is being jointly organised. Therefore, if you are organising an event in collaboration with other groups/organisations, you should ensure that they have their own insurance policies in place. If this isn't practical, please contact us in advance of the event as it may be possible to get the policy extended. This may be at extra cost which if appropriate, may be passed onto your group to pay for.

## **7. Are we covered for hiring halls?**

The Public & Products Liability policy covers any damage caused to premises as a result of your negligence while you/your group are in the building (up to a limit of £5m). It does not cover any damage to premises which occurred during your occupation that was not directly caused by your negligence.

For instance, if you use faulty electrical equipment of your own and this caused a fire, our policy would cover the damage resulting from this negligence. However, if the ceiling suddenly fell in due to previous water damage and this event was not the direct result of your occupancy or negligence, our policy would not apply. Instead, the building insurance for the premises held by the owner/occupant would cover it. For this reason, it is good practice to ask to see documentation regarding building insurance cover for any premises that you hire.

## **8. What about property or contents belonging to the Local Group - like computers?**

The Commercial and Industrial Combined Insurance Policy and Engineering Policy, held nationally on behalf of Friends of the Earth, covers property belonging to Friends of the Earth and computers or other contents or equipment purchased with either national or local group funds. **Personal property or contents are not covered**, even if the building or item is being used on behalf of Friends of the Earth. Instead, check the relevant house or contents insurance policies of the individual who owns the property/item.

## **9. Are staff employed by local groups covered?**

Yes, staff members employed by any licensed Friends of the Earth group are covered by the Employer's Liability policy. We do ask however that you notify us when you get a new or additional member of staff, or if you stop employing any staff members, as the insurers need to be notified of any changes in staffing numbers.

## **10. Are local group volunteers covered?**

If someone is volunteering with your group (e.g. on a stall, on a demo, in an office), but isn't an official group member, they are still covered by the Employer's Liability insurance policy. All other group members are covered by the Employer's Liability policy, with members of the public covered by the Public & Products Liability policy.

## **11. If a claim is made against us, who is liable?**

If the accident or damage has happened as a result of your group carrying out a permitted activity, then it will be covered by our insurance policy. For the claim to be successful, the claimant will need to prove negligence on your group's / our behalf – however, they only need to prove 1% negligence for the claim to potentially be successful. Our aim is to try to ensure that accidents and damage are avoided in the first place as far as is reasonably possible.

If the accident or damage has happened as a result of your group carrying out an activity not covered by our insurance policy, then either the individuals concerned or Friends of the Earth EWNI (or both) will be liable for the full cost of the claim (plus any legal fees). This is why it is so important that local groups understand what activities are permitted and always check with us if an activity doesn't seem to be covered before undertaking it.

## **12. If a claim is made against us, what should we do?**

Tell us immediately – contact either your Network Developer or the Activism Support Coordinator (localgroups@foe.co.uk or 020 7566 1677). **It's very important that you do not get involved in any correspondence with the claimant or their lawyers.** Our insurers and lawyers will deal with them directly.

### **13. What can we do to mitigate the risk of an accident or damage happening?**

We'd advise you to use your common sense and be as proactive as possible to ensure that your group isn't being negligent. Most accidents and damage could have been prevented with a bit of foresight (though we admit that this isn't always the case) and therefore, take some time before carrying out the activity to think about potential risks. The primary aim is to reduce the chance of an accident happening as far as is "reasonably practicable". Carrying out a more formal risk assessment will help you to think through what might cause harm to people or property as a result of your activity and to weigh up what reasonable precautions you might need to take to prevent this harm from happening.

Therefore, we'd advise that your group follows good practice by getting into the habit of doing risk assessments proactively, especially for new or more unusual situations, for activities or events involving young or vulnerable people, and particularly before any potentially hazardous activities (e.g. larger events, practical conservation tasks, recycling projects, the use of electrical equipment etc). More and more groups are also being asked to provide risk assessments for their activities by other organisations (e.g. before being able to book a campaign stall or venue for an event). We advise you to carry these out when requested. For more information on how to write a risk assessment, see Q14 below.

### **14. Can you help with writing risk assessments?**

The Health and Safety Executive website (<http://www.hse.gov.uk/risk/index.htm>) has helpful guidance on how to write a risk assessment and provide a template risk assessment to use (<http://www.hse.gov.uk/risk/guidance.htm>). Their website and template take you through the steps you need to follow to identify the potential hazards and associated risks – and then work out what you can reasonably do to reduce the risk of harm occurring.

A hazard is anything that might cause harm – e.g. chemicals, an electrical appliance, a tent peg that someone might trip over etc. A risk is the chance, high or low, that someone could be harmed by the hazard, together with an indication of how serious the harm could be. Therefore, to carry out the risk assessment, you should follow the HSE's recommended established procedure called 5 Steps to Risk Assessment:

1. identify hazards;
2. decide who might be harmed and how;
3. assess the risks and take the appropriate action to remove or reduce them;
4. record the findings;
5. check the risks periodically and take further steps if necessary.

For more information on risk assessments, especially for specialist advice on carrying out risk assessments for the more complex or potentially hazardous activities, please contact the HSE directly via <http://www.hse.gov.uk/contact/index.htm> or 0845 345 0055.

### **15. Where can we get proof of insurance from?**

Go to [http://www.foe.co.uk/community/local\\_groups/resource/insurance.html](http://www.foe.co.uk/community/local_groups/resource/insurance.html) to download the current confirmation of cover document and use this to prove that your group has Public & Products Liability and Employer's Liability insurance cover.

### **16. When is the renewal date?**

The policy is renewed annually on 24 November. Local groups are notified of the renewal each year, with the updated policy documents available at [http://www.foe.co.uk/community/local\\_groups/resource/insurance.html](http://www.foe.co.uk/community/local_groups/resource/insurance.html)