

News Item -2 (display until 28th Feb)

U3A Group Insurance

A few weeks ago whilst talking to you about the U3A's financial status and accounts I mentioned that we are required to send £6.00 per member per year to the Regional U3A Trust (called capitation) and that this money was for the *Third Age Matters* magazine, performing rights and insurance.

At the end of my little talk I received a question about the insurance cover that the Regional Trust provides. The questioner had an accident whilst on a U3A approved and sponsored activity and was told that there was no U3A insurance to cover his injuries. This seemed to be at odds with what I was saying and at odd to what I understood. As I do not like giving false information I undertook to find out more about the incident and how the Regional Trust's insurance cover worked. I want no one undertaking an activity on the basis of what I have said if it is incomplete or wrong and I want everyone to be fully insured.

I have obtained the document that describes what is covered and what is not and wanted to share with you my findings.

As for the questioner the news is that there is little or anything we can do about his case. The reason will become clear as I talk about what is covered.

I have tried to 'de-jargonise' the words given in the insurance policies and in doing so have probably upset many lawyer or insurance salesman and destroyed the legal framework of the policy. My aim is to try to make it clearer but in doing so I may have made it less accurate. I will only apologise for the latter.

There are several policies in place covering a variety of activities and I shall go through most of them one by one:

1. Public & Products Liability

This cover indemnifies all U3A members against all sums you could become legally liable to pay as a result of various consequences. These include accidental injury (or death of) any person. It also includes any accidental loss or damage to property not belonging to you that which arises as a consequence of the 'businesses of U3As.

There are of course exclusions to this but most if not all do not generally apply to us such as the use of any craft with an engine designed to travel in or through water, air or space or extreme sports.

2. Public & Products Liability Excess Layer

This policy provides a top-up of £5,000,000 to the Public & products liability described above and makes sure there is adequate insurance cover for all eventualities.

3. Money Cover

This policy covers U3A cash held by members and is related to U3A business finances only. It is usually taken to apply to the Treasurer and group leaders who handle money and have contact with U3A finances. As expected there are exclusions to this and the main ones are: fraud and dishonesty, loss from unattended vehicles, and shortages or errors.

4. All Risks Equipment Insurance

This policy provides cover for loss or damage to property owned by a U3A. This excludes wear and tear depreciation and gradual deterioration, wherever it is held and in transit, providing due diligence is observed and reasonable precautions are taken to ensure it is stored securely.

5. Home Contents Cover

This covers damage to the property of any U3A member whilst their home is being used to host a U3A interest group/meeting.

6. Charity Indemnity Insurance

This cover relates to the charitable status of the BNB and is to cover the actions of the trustees (committee members in the main). The cover is of little relevance to the membership but is given here for completeness:

Indemnity for a trustee or the charity for loss which results from a wrongful act when carrying out their duties, any investigation costs, indemnity for a trustee or the charity for the physical destruction of or damage to documents and indemnity for any reasonable cost in restoring or replacing the documents.

The principal exclusions on this policy are, circumstances which you should have known about, dishonesty and fraud and an insured person gaining personal profit to which they were not entitled.

7. Tour Operators' Liability Insurance

This policy has been taken out to provide cover for a group leader who wishes to organise a short study trip which involves overnight accommodation. It consists of public and products liability, which provides indemnity against the legal liability for accidental injury to third parties or loss or damage to their material property arising in connection with the product/event. For overseas travel the committee needs to know about the event and make arrangements for the relevant insurance to be obtained.

Discussion

You will see that the seven (7) policies in place are essentially public liability policies – indemnifying you against damages or other legal costs from others. None of them provide cover for personal injury or accidental damage caused by a third party to a U3A member. If you suffer a damage of any kind by a third party you need to take up compensation or damages with them directly.

It is difficult to think of examples of when you might, or might not, be covered but here are a few:

- a. If you are attending an antiques group meeting at a home of a member and a member drops their Ming vase and smashes it then it probably will be covered.
- b. If the Ming vase is being brought to the meeting and suffers a breakage *en-route* then it is not covered.
- c. If the antiques meeting is not in a members home but in a village hall etc. then breakage will not be covered.
- d. If you are out walking with the rambling group and you fall and break a leg you are not covered
- e. If you are out walking and through accidental circumstance have some action of yours to cause a traffic accident that results in material damage, injury etc. then you are covered

The main thing to remember is:

- Make sure that your personal insurance cover is in place and relevant
- You have adequate cover for what you are doing
- Check on the insurance details of the venue that you are using
- Importantly the best thing is to take all precautions and not have an accident.