

CAM, DURSLEY AND DISTRICT u3a FINANCIAL POLICY STATEMENT

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1. PURPOSE

1.1 All charities are required to determine their own “*Internal Controls*” for running the charity, one of these being the Financial Controls, or Financial Policy.

1.2 A Financial Policy may simply be a documentation of the current unwritten procedures of a u3a, from which a more detailed policy may evolve.

1.3 This document is the policy of the Cam, Dursley and District (CDD) u3a and is based on a template produced by the u3a Trust. As such, it is drawn from a selection of u3a financial policies. This policy states the over-arching Financial Controls that apply to all members of the CDD u3a but reference may need to be made to the relevant sections in the Financial Handbook (to be issued), which describe the working procedures to be adopted.

1.4 Where applicable “*Trustees*” includes the Board of Trustees/Board of Directors or Committee Members.

2. SCOPE

2.1 This policy states the over-arching Financial Controls that apply to all members of the CDD u3a but reference may need to be made to subsequent sections, which describe the working procedures to be adopted.

3. TRUSTEES’ FINANCIAL RESPONSIBILITIES

3.1 The Trustees of the CDD u3a are responsible for:

- Safeguarding the assets of the charity.
- Identifying and managing the risk of loss, waste, theft or fraud.
- Ensuring that the financial reporting is robust and of sufficient quality.
- Keeping financial records in accordance with the governing document and relevant legislation (e.g. Charities Acts, Companies Acts etc).
- Preparing Annual Accounts in accordance with the governing document and relevant legislation.
- The accounts should show a true and fair view of the state of affairs of the CDD u3a.

3.2 The Trustees are jointly responsible for keeping full financial records. These include those of the CDD u3a and all the Interest Groups and sub-groups etc, as decided by the Committee.

3.3 To enable the Trustees to carry out these responsibilities, the financial procedures which follow, supplemented by working procedures, are to be adopted. Additionally, a Treasurer and Assistant Treasurer are to be elected annually at the Annual General Meeting, to carry out the day-to-day financial management of the CDD u3a, on behalf of the Trustees. The responsibilities of the Treasurer and Assistant Treasurer are given in Section 2 of the Financial Handbook (to be issued).

3.4 A copy of this policy is to be given to all Trustees on their election/appointment to the Committee and is to be made available to all Members on the CDD u3a Website.

3.5 The policy will be revised as necessary. As a minimum, the Financial Policy Statement will be reviewed annually (during the first quarter, i.e. during January, February and March, of each year) and will be re-issued on 1st April (the first day of each Financial Year). It will also be reviewed whenever a change is made to the content.

4. BANKING

4.1 Bank Accounts

- The CDD u3a operates 3 Bank Accounts (all with Barclays Bank plc), all in the name of “Cam, Dursley and District u3a” and are operated by the Treasurer and Assistant Treasurer on behalf of the Trustees.
- New accounts may only be opened by a decision of the Trustees, which must be minuted.
- Changes to the bank mandate may only be made by a decision of the Trustees, which must be minuted.
- The authorised signatories are the Chairperson, Treasurer and Assistant Treasurer. Other Trustees may be nominated as necessary, but the appointment may only be made by a decision of the Trustees, which must be minuted. This responsibility cannot be delegated.
- All payments out must be signed or authorised electronically by two authorised signatories.
- The signatories are responsible for ensuring the accuracy and completeness of the outgoing monies.
- The signatories are responsible for examining the payment documentation (purchase invoice etc.) prior to signing the cheque or authorising an internet transfer.
- All bank statements must be sent to the Treasurer directly.
- Blank cheques will never be issued.
- Whenever practical, two people should be involved in counting cash receipts.

4.2 Online Banking

4.2.1 Online operation of the Bank Accounts is in place for the CDD u3a. However, only Trustees approved by the Committee eg :Chairperson, Treasurer and Assistant Treasurer are to have access to this facility. The security of the online system is in line with the arrangements offered by Barclays Bank plc and in accordance with the mandated approval limits.

4.2.2 Operation of the online banking service is under the control of the Treasurer who has full access rights; the Assistant Treasurer also has full access rights. The Treasurer is responsible for assigning the appropriate delegate rights, as agreed by the Committee and in accordance with the bank mandate. All payments are authorised in accordance with the bank mandate. Access to the online accounts is via a card reader (PinSentry) and personal access card.

4.3 Payment by CDD u3a Bank Cards

4.3.1 No bank debit or credit cards have been issued for use on any of the CDD u3a Bank Accounts.

4.4 Use of Personal Debit or Credit Cards

4.4.1 The use of personal debit or credit cards for Interest Group activities needs to be closely managed. Members are permitted to use personal debit or credit cards, in recognition that purchases for certain goods and services represents the most effective, and in some cases, the only method of completing the purchase (e.g. theatre tickets).

4.4.2 In these circumstances, it may be appropriate for a member to purchase the goods or services themselves and then claim the cost as a Personal Expense Claim. In all cases, the Treasurer or Assistant Treasurer is to be notified, as follows:

- For purchases of goods or services of a general u3a nature (i.e. not Interest Group purchases) or purchases for any Low Cash Turnover (LCT) Interest Group, the Treasurer is to be informed.
- For purchases of goods or services for any High Cash Turnover (HCT) Interest Group, the Assistant Treasurer is to be informed.

5. INTEREST GROUPS' FINANCES

5.1 Use of Interest Groups' Finances

5.1.1 Groups are expected to be self-financing and can collect such sums of money as the Group Leadership and Group Members deem to be necessary to undertake their activities. However, the funds of these groups ultimately belong to the u3a. Interest Groups are permitted to make any expenditure deemed necessary by the Group Leadership and Group Members.

5.1.2 Payment for goods or services would normally be paid in cash from the relevant Interest Groups funds. However, Group Leaders may arrange with the Treasurer to lodge funds in a u3a Bank Account. Such funds will be ring-fenced but may be withdrawn by Group Leaders, on request.

5.2 Record Keeping for Interest Groups' Financial Activity

5.2.1 The u3s Trust have directed that all finance relating to the CDD u3a's activities must be included in the Annual Accounts. Therefore, the Committee, via the Treasurer, have given the following general guidance on financial record keeping:

- Group Leaders (or a Financial Manager appointed by the Group Leader to act on their behalf) are required to maintain records of their Group finances in any manner which they may see fit. Whatever recording process is chosen, the financial data must be accurate.
- General financial activity for the CDD u3a, is to be recorded by the Treasurer in the Current Account Ledger and the Petty Cash Account Ledger.
- The finances for the HCT Groups are to be co-ordinated by the Assistant Treasurer and maintained in an HCT Main Ledger. Financial data for the Ledger is to be supplied by the Group Leaders on a monthly basis, as agreed by the Assistant Treasurer and Group Leaders.
- The finances for the LCT Groups are to be co-ordinated by the Treasurer and maintained in an LCT Main Ledger. Financial data for the Ledger is to be supplied by the Group Leaders (or Financial Managers) on a quarterly basis, as agreed by the Treasurer and Group Leaders.

5.2.2 Such detailed records need to be kept, to:

- Allow the Treasurer to keep accurate accounts, for the production of an Annual Financial Report for the Financial Year and subsequent presentation to the AGM, for examination by an Independent Examiner, for discussion with the Trustees and to meet regulatory requirements.
- Allow Group Members to understand how their monies are being managed.
- Maintain transparency and trust for all concerned.
- Minimise the risk of error and potential loss of funds.
- Allow Group Leaders to maintain cash floats.

6. **INCOME AND OUTGOINGS**

6.1 General Conditions

6.1.1 The Committee (via the Treasurer and Assistant Treasurer) will monitor the income and outgoings of the Interest Groups.

6.1.2 Group Leaders/Finance Managers must provide regular information, as described in Paragraph 5.2.

6.1.3 Where Interest Groups appear not to comply with the provisions of this Policy Statement, then the Committee will review the situation and decide

whether the Group is legitimately operating in line with the insurance and financial requirements. The Committee must then decide on a subsequent Course of Action.

6.2 Receipts – General

6.2.1 To manage the handover of cash and cheques to be paid into any of the CDD u3a Bank Accounts, the Committee has decided that:

- Bank paying-in books/slips will only be given to Group Leaders/Financial Managers strictly for this purpose, and will be decided on a case by case basis.
- Group Leaders may pay sums due by issuing their own cheque or paying online through their own bank account, in accordance with the provisions of Paragraph 4.4.
- Where applicable, receipts will need to be given to Group Leaders, or acknowledged by email. In all circumstances, Group Leaders must obtain written evidence of payments out.
- Cash may be held back for cash flow purposes and must be maintained at as low a level as possible.

6.3 Payments - General

6.3.1 The Committee will inform relevant Group Leaders, via the Treasurer and Assistant Treasurer as to the approved process(es) for payments relating to:

- When a trip is organised by and paid through the u3a or paid directly by the Members to the Trip Organiser.
- When payments may be deducted from activity revenue. This may include:
 - Payment for Venues
 - Payment for Coaches/Transport
 - Payment for Tutors
 - Payment for Speakers
 - Any other form of payment associated with the organised activity
- When payment for Venues, Coaches/Transport, Tutors, Speakers etc should be paid by the u3a. In these circumstances, such expenditure must be approved by the Committee.

6.4 Speakers and Tutors

6.4.1 Outside speakers are to state their fees and any travel costs (in writing – an e-mail will suffice) at the time of booking. Payment will only be made as soon as possible after the Speaker has delivered the agreed service.

6.4.2 The preferred method of payment is by direct Bank Transfer (it is quicker and easier); the use of cheques, cash payment etc is to be discouraged. However, this entails the Speaker providing their bank details.

In these circumstances, the CDD u3a undertake to take all measures necessary to maintain data confidentiality.

6.4.3 Paid Tutors are to be generally discouraged. However, where the Committee has agreed the use of a Paid Tutor, the Tutor must provide evidence of their self-employed status, before carrying out any tutoring activity, and invoice the u3a as agreed.

6.5 Social Activities – General Guidance

6.5.1 Events such as theatre trips, visits or educational days out must be charged at cost and all participants pay appropriately. The costs paid by Members must cover out-of-pocket expenses, which may be incurred by the Event Organiser.

6.5.2 The Organiser of an event must not benefit from any discount (e.g. a free place) offered by the organisation providing the event. The value of any such discounts must be declined or shared out among all participants to the event.

6.5.3 Out-of-pocket expenses can be paid to an Event Organiser out of the money collected for the event. As all u3a members offer their services free to the movement, the Organiser(s) must not get any pecuniary reward for organising an event.

6.6 Payments to other Charities

6.6.1 In accordance with charity law, a u3a is not permitted to raise funds for another charity that does not have similar charitable objectives. However, the CDD u3a will make payments to Speakers who have indicated that they intend to donate their fee to a specific charity, but the CDD u3a will not make payments direct to a nominated charity.

7 **EXPENSES POLICY**

7.1 Out-of-pocket expenses incurred by Volunteers who are involved with running the u3a will be reimbursed. Expense claims must be submitted with receipts. Expense claims will be authorised by the Treasurer, on behalf of the Executive Committee. However, no Committee Member should authorise their own claim.

7.2 Expenses may include attendance at the Trust's AGM and any Conference or national/regional workshops. However, such claims must be made with Committee approval.

7.3 All claims must be made on the appropriate form (copies available from the Treasurer), giving sufficient detail as to the nature of the expense.

7.4 Where appropriate, Expense Claims should reflect the cheapest travel option available. Travel by car will be reimbursed at the current Cam and Dursley u3a

approved rate for the actual mileage travelled. Car parking and congestion charges can be reclaimed (with receipts), but parking or other fines will not be allowed.

7.5 Overnight accommodation will only be allowed in exceptional circumstances and will need the prior agreement of the Executive Committee.

8 MEMBERSHIP FEES

8.1 There are several classes of membership (Individual, Associate, Cotswold Link Member, Temporary), but all are reviewed annually. However, the CDD u3a is committed to keeping the membership subscription as low as possible to ensure that the u3a remains accessible to all Members and potential Members.

8.2 Additionally, the CDD u3a may consider, to offer a system whereby the membership fee can be adjusted for those who can provide proof of benefits received.

8.3 For any CDD u3a Members who can provide evidence of membership of another u3a, the CDD u3a will reduce the cost of membership by the amount that is paid to the Trust for each member.

9 ASSET REGISTER

9.1 An Asset Register is maintained by the Treasurer which records all assets held by the CDD u3a. The Register includes details of an asset's initial purchase price, the date of purchase and location where the asset is normally held.

9.2 It should be noted that under a receipts and payments reporting system, all assets are fully written off against receipts in the year of purchase. The Register is reviewed annually.

10 POLICY ON RESERVE FUNDS

10.1 The CDD u3a does not hold a ring-fenced reserve of funds. However, at the start of each Financial Year, the Treasurer carries out an analysis of estimated financial outgoings. This is periodically compared against actual outgoings and is reported as part of the monthly Treasurer's Financial Report to the Committee, prior to each monthly Committee Meeting. Thus, the financial situation (current worth of the CDD u3a versus the predicted outgoings) is monitored/reviewed, on a monthly basis in lieu of a fixed reserve. The estimated financial outgoings are reviewed as necessary, but always at the half-yearly point (end Sep) and adjusted as required.

10.2 The finances of social activities are excluded from this figure as these activities are inflated by high-cost activities such as theatre visits and days out, hence they are entirely self-financing.

11 INSURANCE - GENERAL

11.1 Provision of Public and Products Liability Insurance

11.1.1 All u3as which are fully paid-up members of the Third Age Trust have the benefit of the nationally provided public and products liability insurance cover as well as all the other policies detailed in the overview.

11.2 Public Liability Insurance

11.2.1 In general, Public Liability Insurance is intended to indemnify the insured against compensation, for which they become legally liable to pay, following injury or property damage sustained to others as a result of an activity. Legal liability to another person can arise in a number of ways but by far the most common is negligence. Public liability does not cover pure accidents where no legal liability has been established.

11.3 Product Liability Insurance

11.3.1 Product liability protects the policy holder against claims arising from injury or damage sustained by a product supplied by you and for which you are held legally liable.

11.4 Limits of Indemnity

11.4.1 The limit of indemnity is £20m for any one claim arising from one incident or a series of incidents, with no limit on the amount payable in the aggregate in any one period of insurance.

11.5 Application of the Policy

11.5.1 The policy is set up to protect all u3a Members, including “Member-to-Member” cover. Thus, if someone is injured undertaking a u3a activity and legal liability could be proven against another Member, the Insurers will deal with it. Importantly, this means that Group Leaders/Convenors are protected should there be a claim made against them personally for damages following an incident in their group.

11.5.2 A paid-up u3a Member is also covered if participating in u3a activities in other u3as or at events organised within their networks, regions and nationally.

11.5.3 A Member who pays membership in cash on the day is covered (i.e. as long as the membership is paid, the member is covered; it is not necessary for payment to be paid into a bank account).

11.5.4 In the event of a claim under the Public and Products Liability Policy, the u3a is responsible for covering any excess. This applies to all policies.

11.6 Participation in u3a Activities

11.6.1 A critical factor for Insurers accepting the Public Liability risk for the u3a, is that it is a membership organisation with all Members signing up to, and complying with, the terms and conditions of membership. To this extent all individuals who want to participate in u3a activities should be Members in order that this principle is upheld and to avoid any potential problems with claims.

11.6.2 However, Underwriters do accept that within an organisation the size and diversity of the u3a, there will be exceptions to this principle, the most common scenario being where an individual attends two or three u3a “taster” sessions before deciding if they want to join. Insurers also accept that there may be occasions where an individual volunteers to help the u3a, e.g. the spouse of a partner setting out some chairs for a u3a event or helping with an exhibition stand etc. There might also be circumstances where an individual is granted a temporary membership, e.g. an individual who is prepared to give a talk on a subject but does so voluntarily and not in the course of their business.

11.6.3 Temporary membership is at the discretion of the individual u3a, if the constitution allows it. The facility must not be abused. Regular and widespread deviation does undermine the basis upon which Insurers have accepted the risk and could cause problems with a claim and but would certainly impact on the future placement of the insurance. Temporary membership must not be:

- Afforded in order to fill a coach for a particular trip etc.
- Granted to a spouse who selects which u3a trips in which they wish to participate.
- Used to boost numbers to get the cost of an activity down etc.

11.6.4 If an individual wants the benefit(s) of u3a activity, even just for a particular outing, they should become a permanent Member.

11.7 Public Attendance at u3a Events

11.7.1 The Public attending a u3a event is different. Insurers understand that the u3a across the country will stage various concerts, events and exhibitions etc, where members of the public are invited as an audience. They are therefore “third parties” to the u3a.

11.7.2 This is fine, as attending a u3a event is different to participating in u3a activities. Public attendance therefore does not present any membership issues.

11.8 Insurance of Property/Equipment

11.8.1 u3a-owned property/equipment is covered for loss or damage up to a maximum of £25,000.

11.8.2 The Public and Products Liability Policy protects Members against loss or damage to property belonging to third parties, subject to legal liability.

11.8.3 If a Member loses their personal property whilst taking part in a u3a activity, the Public Liability Policy does not automatically cover loss of that property. However, if such loss or damage is caused by an act of negligence or omission by the u3a, or any Member (other than the Member whose property it is), a claim could be made.

NOTE

Household insurance policies often provide cover for the Policyholder's property outside the home.

11.9 Insurance for Venues/Accommodation

11.9.1 If a u3a uses a hall or room to hold an Interest Group or run an event, it is covered for Public Liability, subject to the normal test of legal liability.

11.9.2 If a u3a uses a Member's home to hold an Interest Group or run a meeting, it is covered for Public Liability' subject to the normal test of legal liability. However, injury or damage sustained due to a defect in the property is the legal responsibility of the house owner/occupier and cover is provided under householder insurance.

11.9.3 Where a u3a uses a hall or room to hold an Interest Group or run an event, the Contract with the hall hirers cannot make the u3a responsible for all loss and damage, as any damage or injury proven to be caused by a defect in the property and/or the facilities is the responsibility, in law, of the building owner. This should be brought to the attention of the person handling the hire, and the clause should be removed.

NOTE

If the clause cannot or will not be removed, our insurers have said that in the last resort, the Contract can be signed because the clause is unenforceable.

11.9.3 Up to £25,000 per claim may be paid to cover for damage to any home contents belonging to a u3a Member hosting a group.

11.10 Insurance for Safety and Accidents - Portable Appliance Testing

11.10.1 Portable Appliance Testing (PAT) only applies to electrical equipment at work and in public places. However, the Trust has issued some guidelines as some u3as rent office space and often equipment is moved around and used by different people. Therefore, user checks and visual inspections make sense. It is possible that if you wish to take your equipment into rented accommodation, you may find that it has to have a current PAT sticker.

11.11 Insurance for Safety and Accidents - Use of Machinery

11.11.1 The Public Liability Insurance covers the u3a against accidents whilst using machinery, such as power lathes, drills, saws etc, either owned by the u3a or by others. However, it does not cover the machinery itself, since in common with other public liability insurance policies, it excludes liability in respect of property within the custody or control of the insured.

11.11.2 With regard to potentially hazardous activities using power tools, it is important that you check with the u3a National Office before you set up such an activity.

11.12 Insurance for Safety and Accidents - Outdoor Events/Strenuous Activities

11.12.1 Insurance cover is provided for Outdoor Events/Strenuous Activity, but it is not a personal accident insurance. It is an insurance against legal liability and therefore, it would have to be shown that the u3a, its Agents or Members had in some way been negligent in causing injury to the Claimant.

11.13 Admission of Liability

11.13.1 In the event of an incident, u3as should not admit liability or fault on the part of themselves or other Members (this is particularly important in the event of Member v Member claims), even where they believe that this is the case. The Insurers reserve the right to make this determination and would have the right to refuse cover if liability/fault had been admitted.

11.13.2 In the event of a claim being submitted, it is important to let the Third Age Trust know immediately.

11.14 Procedure to be Adopted in the Event of an Incident

11.14.1 An Incident Report form (copies of which are available for download from the Members' Area of the national website (www.u3a.org.uk) should be filled in by the Group Leader/Convenor and then retained on file by the Committee in case of a future claim for damages, (which can be up to 3 years later).

11.15 Requirement for First Aiders

11.15.1 A u3a is not required to have trained First Aiders and insurance advice is to contact the Emergency Services immediately in the event of a serious incident, (even if there happens to be a Member present who has attended a First Aid course).

11.15.2 St John's Ambulance provides a free pocket guide at <https://www.sja.org.uk/sja/first-aid-advice/get-a-free-first-aid-guide.aspx>. Additionally, there are some excellent mobile phone apps available e.g. the British Red Cross, St John Ambulance and the British Heart Foundation Cardiopulmonary Resuscitation (CPR) apps.

11.15.3 If a Member administers First Aid that subsequently goes wrong, that Member is covered by the u3a insurance.

11.16 Health and Safety

11.16.1 The relevant legislation is The Health and Safety (H&S) at Work Act 1974 which does not apply to Voluntary Organisations; therefore it is not a legal requirement to have an H&S Policy and follow H&S guidelines.

11.16.2 However, outside of the statutory requirements, the CDD u3a has a Duty of Care to its Membership. This means that H&S needs to be a consideration for general meetings, trips, outings and activities and we need to demonstrate we have an awareness of what is appropriate in relation to this.

11.16.3 The Third Age Trust has an H&S Policy which u3as may wish to consider and adapt to their local requirements¹.

11.17 Risk Assessments

11.17.1 Our Insurers ask that we undertake a Risk Assessment for all activities, as Risk Assessments can be used as evidence in the case of a claim being made against the u3a.

11.17.2 For low risk activities, such as a Book Reading Group, the Risk Assessment can be a brief checklist; for other Interest Groups, the Risk Assessment may be more complex. The Trust has prepared a set of Risk Assessment checklists based on different risk levels and venues which u3as may like to use - the CDD has produced a series of Risk Assessments, which are available on the CDD website, Groups page.

11.18 Meals/Light Refreshments

11.18.1 If the CDD u3a runs a function and serves meals or light refreshments and someone is taken ill as a result, Public Liability Insurance will cover this eventuality if the u3a or a Member(s) are found to be legally liable.

11.19 Use of Transport/Car

11.19.1 Members using their own car for a u3a activity are not automatically insured under the u3a Corporate Insurance Policy. The Member will need to check this with their own car insurer.

11.19.2 u3a Members may offer lifts to other Members and accept money towards petrol costs without compromising their car insurance policy. However, it is recommended that this is done as an informal arrangement between Members.

11.19.3 Cover under the Public Liability Insurance, whilst members are travelling in other Members' cars or on a coach or minibus, is not automatic. The question of accidents in motor vehicles is complex. Any accident arising from the driving of a vehicle would fall outside the scope of Public Liability Insurance because motor insurance is an entirely separate matter. Such incidents are covered under a motor insurance policy. This would normally include accidents which occur whilst mounting or dismounting a vehicle. However, on a coach where one Member is injured by the actions of another Member, in circumstances which have nothing to do with the vehicle, it may be covered by the Public Liability Insurance.

11.19.4 If a Member parks a car in a recognised car park whilst on u3a activities and it is damaged, then this is not normally covered under the u3a Corporate Insurance Policy. The policy provided is an insurance against the legal liability of the u3a and so any claim would have to prove negligence in some way against the u3a, e.g. it would have to be shown that any accident to a parked car, whether in a recognised car park or not, has been occasioned wholly or in part by the negligence of the u3a or a Member(s). This would not normally arise just because the car owner had permission to use a recognised car park at, for example, a local school or village hall. For a claim to succeed against the u3a, the car owner would have to show that he/she had been led to expect that his/her property would be protected and would have to show that the u3a or its Agent(s), had been negligent in failing to provide the proper level of protection.

11.20 Non-Members

11.20.1 The u3a insurance cover is extended to anyone who wants to try out u3a prior to deciding whether to join, providing somebody is monitoring the situation and keeps the Group Leaders/Convenors informed. This arrangement is to ensure any attendance by a non-member does not continue indefinitely.

11.20.2 Whilst it is up to each u3a to decide what its policy is and stick to it, the CDD u3a has decided that non-members can attend three "taster" sessions before requiring membership.

11.20.3 Non-members such as spouses or friends of a Member, are not permitted to attend an Interest Group, general meeting or outing (except for those individuals who are genuinely thinking of joining as described in Sub-para 11.20.2 above). Individuals who want to enjoy u3a activity need to be a Member, as the insurance cover provided for u3as is for u3a Members and therefore, should a non-member be allowed to attend u3a activities on a regular basis and be involved in an incident, the CDD u3a might find itself without liability cover.

11.21 Dogs

11.21.1 u3a members who belong to a Walking Group may take dogs with them and if the u3a Committee is happy for this to happen, the insurance is in place to provide cover².

11.21.2 This does not extend to any other u3a activities.

11.21.3 Guide dogs are allowed at all u3a activities.

11.22 Carers

11.22.1 It is permissible for a u3a member to bring a Carer/Companion when attending u3a activities/events and insurance cover is extended to cover the Carer Companion, provided that:

- The Carer/Companion does not participate in any u3a activities as an individual.
- Committee approval has been given.

11.22.2 If the Carer attending is doing so purely in the capacity of a Carer and not taking part in the activity, they will be covered as they are considered an “extension” of the Member. However, if the “Carer” is providing support and also taking part in the u3a activity as an individual, then they will need to be a Member. Should a Member not be able to participate independently in u3a activities a Carer/Companion is essential as it is not acceptable, for insurance reasons, for the responsibility for care to be left to fellow Members (unless there is a specific arrangement in place with an individual Member who may well be a friend).

11.22.3 If a Member requires a professional Carer, then that Carer will be covered by their own insurance and not by u3a. The u3a is not liable for any incidents that occur as the result of a professional Carer’s actions - they should report this to their employers.

11.23 Children/Grandchildren

11.23.1 Children must not attend u3a activities, unless as part of a public audience.

11.23.2 Grandchildren cannot attend activities during the school holidays as there is no insurance cover for those who would not meet the criteria for membership.

11.24 Paid Speakers/Employer

11.24.1 The u3a does not have any cover for Employers' Liability as the basis of the insurance policy is that u3as do not have any employees. This type of cover is very different to Public Liability (and is in fact compulsory for all employers) so the CDD u3a must not get itself into a situation where it could be judged as employing people. If there is any doubt, the National Office must be consulted.

11.24.2 The policy provides cover for outside Speakers invited to general meetings or, on occasions, to specific Interest Groups, whether paid or not. However, it does not cover paid Tutors.

11.24.3 Paid Speakers and paid Tutors are also expected to have their own insurance.

11.25 Work Experience

11.25.1 Work experience for students is covered under Public Liability insurance as the u3a does not have Employer's Liability cover. However, the Third Age Trust must be contacted prior to any student placements.

11.26 u3a Activities

11.26.1 The Public Liability insurance cover is not confined to u3a activities in the UK - cover now extends to Europe.

11.27 Insurance Cover for Trips

11.27.1 Day trips are covered by Public Liability with Europe-wide cover. Any trip over 24 hours and/or with an overnight stay is covered by Tour Operators' Liability and Public Liability insurance. This cover is not a replacement for travel insurance or a personal accident policy – members will still need to take this out prior to travel.

11.27.2 Tour Operator Insurance is applied if the u3a is deemed to be a Tour Operator during the running of the trip and the trip is not as described. To be considered a Tour Operator, the u3a must have organised accommodation plus at least one other element. These can be carriage (transport), accommodation or other included tourist service e.g. hire of equipment, entrance fees etc.

11.28 Professional Qualifications for Group Leaders/Convenors

11.28.1 Group Leaders/Convenors do not need to have a professional qualification to lead physical activity groups. However, the CDD u3a Committee should assure itself that the potential Group Leader/Convenor is sufficiently experienced and/or qualified before it allows a Group to start.

11.29 Extreme Sports

11.29.1 Where an activity involves what are commonly described as an “Extreme Sport” such as abseiling, hang-gliding, white water rafting etc. The Company which is organising these activities should provide liability insurance as part of the fee. If there is in any doubt about this or any concerns at all, the u3a National Office should be contacted for advice before the u3a signs up to do it.

11.29.2 The Third Age Trust provides third party liability insurance, however extreme sports and high hazard activities may not be covered. The u3a National Office should be contacted before running any such activity.

11.29.3 The Public Liability cover allows the use of watercraft up to 8m in length. The requirement for the Group Leader/Convenor to ensure that the activity is conducted safely will clearly be more onerous for waterborne activities when compared to most u3a activity.

11.30 Signing-In Considerations

11.30.1 Unless it is a requirement of the venue, any requirement to get Members to sign in at our monthly meetings and Annual General Meetings (AGMs) is the decision of the CDD u3a Committee, based on the practicalities of the situation. If it is decided, from a fire risk point of view, to ask Members to sign in³, do stress the need for them to sign out again, especially if leaving before the end⁴.

11.30.2 In the case of AGMs, the number of people present must be recorded and it can be useful (but not mandatory) to have the names. Again, it is for the Committee to decide.

11.31 Special Events

11.31.1 Public Liability cover for special events, e.g. an Arts and Crafts fair, and for Members’ exhibits are not normally covered under the u3a insurance policy. However, cover can be provided by contacting the u3a National Office, in the first instance, in good time.

11.31.2 Cancellation insurance cover is not provided for any event that may have to be cancelled for any reason e.g. adverse weather conditions.

11.32 Cybercrime

11.32.1 The u3a insurance policy outlines specific actions that should be taken to ensure that all u3as are covered by cyber insurance for incidents relating to cybercrime. These include:

- Ensuring that all devices are protected with a password, have a working firewall, anti-virus software and that software updates are installed, particularly those which address a vulnerability with a severity that the manufacturer or provider describes as critical, important or high.
- Data is backed up no less frequently than every 7 days.
- Data is stored and disposed of in a secure manner.
- If an incident occurs, the general Aviva Cyber helpline should be contacted on 0800 051 4473 (available 24/7), who will refer you to the dedicated fraud helpline if it is a fraud claim.

REVIEW/REVISION HISTORY

Version Number	Brief Details of Review/Revision	Date
V1	Final Version as agreed at Committee Meeting 14.02.2024	28.02.2024
	Review of this policy to take place 2 years from date of publication	28.02.2026