

## SUMMARY OF GROUP COORDINATOR GUIDANCE

1. Members of Glenfield U3A can join as many, or as few, groups as they want, provided that places are available. Each group is responsible for covering any costs that are incurred, such as room hire, refreshments, materials, copying, phone calls etc. When groups meet in members' houses, it is also reasonable to share the cost of providing tea / coffee. Likewise, when car sharing, a contribution to fuel costs should be made.
2. Non-members can attend up to three "taster" sessions in total (i.e., Monthly meetings or Interest Groups) before they must join. Carers can also come, and do not need to be members, provided they do not come as an individual
3. All participants in group activities, events of any sort must either be a member or potential member. This means family members, visitors etc are not able to attend and we cannot invite individual non-members to activities to say reduce the cost by increasing numbers. We can use paid or unpaid tutors and we can cooperate with other organisation on events but they would have to have insurance cover for their members. **This is a significant change in the insurance cover.**
4. The Third Age Trust discourage the use of paid tutors as they say it goes against the ethos of self-help that u3a has. However, there may be some circumstances for safety or competence reasons they are required. If you use paid tutors regularly, they must have their own third party insurance and you must obtain a copy of their insurance certificate.
5. Planning - Try to involve all members in planning and running the group and share the roles, so that nobody is overburdened and everyone benefits.
6. Membership List – Maintain an up to date list of members, preferably using Beacon.
7. Encourage members to complete and carry an In Case of Emergency card. emergency.
8. If your group reaches capacity, please pass details of enquiries to the Group Secretary so that a separate group can be formed.
9. Publicity - Let the web master know the activities you are planning so that the web site is kept up to date and report back anything that was particularly successful, for the quarterly newsletter. Photos are always welcome.
10. Nurture and encourage your members – they are all potential coordinators. Another good reason for sharing out duties.
11. Be particularly aware of members who do not use the internet as they may not be getting crucial information. Try to keep them up to date with developments. If you are not an internet user yourself, enlist one of your members to keep you informed.
12. All capital equipment purchased belongs to Glenfield U3A, regardless of which group or individual uses it.
13. Please be aware of Health and Safety issues. Risk assessments are not required for every activity but we still have a duty of care which can be discharged by letting participants know what the activity involves so they have an opportunity to decide whether to participate.

## **Group Coordinators Detailed Guidance**

Interest groups are the heart of U3A activity and are managed by volunteers who give their time freely. Members can join as many, or as few, groups that they want to. Groups are self financing i.e. all costs of running the group are covered by the members of the group. Members are expected to fully participate in the planning and running of the group. These guidelines are to ensure we continue to have well run and safe interest groups and will be particularly useful for new and potential group coordinators. We aim to create an open and welcoming atmosphere for all our activities. The Group Coordinator plays a key part in setting the tone for this to happen.

### **Group Coordinator**

Group Coordinators should keep an up to date list of membership preferably using Beacon. Members should be asked to complete and carry ICE Cards. Membership lists should be reviewed at a regular interval and members not attending should be contacted to discuss future attendance. We have no reciprocal agreements with other U3As so they need to be treated as a non member

Groups should remain open for membership unless there are clear reasons to restrict membership. A decision to restrict membership of a group should be kept under regular review. If group membership is getting towards capacity, the Coordinator should discuss the situation with the Groups Coordinator, contact details can be found on the web site. Options to consider could include:

1. Start a waiting list if the wait is likely to be short. This can be done on the Beacon system.
2. Consider, in discussion with the Groups Coordinator, facilitating the starting of a second group.
3. If the size of the group has outgrown the venue seek alternative venues.

Restricting membership should only be considered after these options have been exhausted.

In all cases members are responsible for taking reasonable care in activities they follow. However, we also have third party and product insurance. This is arranged centrally by the third age trust. FAQ for this insurance can be found below.

Coordinators are encouraged to familiarise themselves with the cover provided. Essentially public liability protects our members against a claim from a member of the public or another U3A member (i.e., the third party) where it is shown that the member is legally liable for personal injury of the claimant or had damaged property. Examples of this would include a member of a walking group slipping and causing injury to a third party or a landowner claiming one of our groups had damaged fencing.

Product insurance covers members of from claims arising from injury or damage from equipment that we are responsible for e.g. a display board falling and injuring someone.

### Visitors

All U3A members are automatically covered by this insurance. In addition, some categories of visitor are also covered:

- Prospective members of the U3A. The committee have decided that prospective members can attend up to three “taster” sessions in total, subject to the agreement of the interest group facilitator.
- Carer’s should a member require a carer to participate in the activity. If the carer participates in the activity themselves, they cannot be classed as a carer and should be treated as a non member.

The guiding principle, with the exception of carers, is that visitors should NEVER attend regularly as they and we will not be covered by our insurance. The committee has defined regularly as on more than three occasions. The Group Coordinator needs to note the attendance of non-members and MUST inform the Groups Coordinator of their attendance. Non-members attending for a fourth time should be politely refused access to the interest group activities. Following these simple guidelines will ensure we never get into a situation where third party or product risks fall upon Glenfield U3A Trustees, Coordinators or Members and we can get on with enjoying ourselves.

### 1. Purpose

This information outlines the insurance cover that the Third Age Trust holds for member u3as and some of the frequently asked questions around this.

### 2. Scope

This document is for all u3as. Newly forming u3as which have been granted temporary membership of The Third Age Trust are covered by the public and products liability policy, but other policies do not apply until full membership is achieved.

### 3. Provision of public and products liability insurance

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.

Newly forming u3as are covered by the public and products liability policy as soon as individuals gather with the intention of starting a new u3a, but other policies do not apply until membership is achieved.

#### 3.1 What is meant by public liability insurance?

In general, public liability insurance is intended to indemnify the insured against compensation, 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.

#### 3.2 What is meant by product liability insurance?

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

### **3.3 Does the cover dilute with the number of public liability claims?**

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.

### **3.4 How does this cover apply to Group Coordinators?**

The policy is set up to protect all u3a members and includes 'member to member' cover so if somebody is injured undertaking a u3a activity and legal liability could be proven against another member, the insurers will deal with it. This means that Group Coordinators are protected should there be a claim made against them personally for damages following an incident in their group.

### **3.5 Is a paid up u3a member covered if participating in u3a activities in other u3as or at events organised within their networks, regions and nationally?**

Yes.

### **3.6 In the event of a claim under the public and products liability policy who is responsible for covering the excess?**

The u3a are responsible for the excess and this applies to all policies.

### **3.7 What should we do in the event of an incident?**

u3as should not admit liability or fault on the part of themselves or other members (particularly in the event of member vs 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. In the event of a claim being submitted, it is important to let the Third Age Trust know straight away.

### **3.8 Can non-members attend u3a events?**

A critical component to 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 should be members in order this principle is upheld and to avoid any potential problems with claims.

Underwriters do accept that within an organisation the size and diversity of the u3a that 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 there maybe occasions where an individual volunteers to help the u3a, perhaps a 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.

Temporary membership is at the discretion of the individual u3a, if the constitution allows it, and 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 certainly with future placement of the insurance. Temporary membership must not be afforded in order to fill a coach for a particular trip etc, or granted to a spouse who selects which u3a trips to participate in, or used to boost numbers to get the cost of an activity down etc, etc. If an individual wants the benefit(s) of u3a activity, even just a particular outing, they should become a permanent member.

The public attending a u3a event are different, bring no membership issues of course and are “third parties” to the u3a. Again, insurers understand the u3a across the country will stage various concerts, events & exhibitions etc where members of the public are invited which is fine. Attending a u3a event is different to participating in u3a activity.

## **4. Property/equipment**

### **4.1 Is u3a owned property covered for loss or damage?**

It is, up to a maximum of £25,000.

### **4.2 Does the public and products liability policy cover against loss or damage to property belonging to others?**

The policy protects you against claims made by third parties subject to legal liability. u3a owned equipment is covered under the All Risks Equipment Insurance section of the policy, which provides cover up to a maximum of £25,000.

### **4.3 If a member loses personal property whilst taking part in a u3a activity would it be possible to claim against the public liability policy?**

The public liability does not automatically cover loss of property, but 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. It should be remembered that household insurance policies often provide cover for the policyholder's property outside the home.

## **5. Venues/accommodation FAQs**

### **5.1 If a u3a uses a hall to hold an interest group or run an event, is it covered for public liability?**

Yes, subject to the normal test of legal liability.

### **5.2 If a u3a uses a member's home to hold an interest group or run a meeting, is it covered for public liability?**

Yes, subject to the normal test of legal liability. 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.



### **5.3 What is the situation regarding the hire of a hall where the contract with the hall hirers appears to make the u3a responsible for all loss and damage?**

This is not correct 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. You should bring this to the attention of the person handling the hire and ask that the clause be removed but if you fail to achieve that, our insurers have said that in the last resort, you can sign the contract because the clause is unenforceable.

### **5.4 Is there any home contents insurance provided?**

Yes, up to £25,000 per claim for damage to any home contents belonging to a u3a member hosting a group.

## **6. Safety/accidents FAQs**

### **6.1 Should we be getting our electrical equipment tested?**

Portable appliance testing 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, so 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.

### **6.2 Does the public liability insurance cover the u3a against accidents whilst using machinery, such as power lathes, drills, saws and the like, either owned by the u3a or others?**

The public liability insurance does provide cover for your legal liability to others following incidents whilst using machinery whether it is owned by the u3a or others. 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. With regard to potentially hazardous activities using power tools, it is important that you check with the National Office before you set up such an activity.



### **6.3 Does public liability cover the u3a against accidents whilst out walking or any other type of outdoor or strenuous activity?**

It does, but it is not a personal accident insurance. It is an insurance against legal liability and therefore, it would have to be shown that u3a, its agents or members had in some way been negligent in causing injury to the claimant.

### **6.4 What do we do in the event of an accident?**

An incident report form, extra copies of which are available for download from members' area of the national website ([www.u3a.org.uk](http://www.u3a.org.uk)) should be filled in by the Group Coordinator and then retained on file by the committee in case of a future claim for damages, which can be up to 3 years later.

### **6.5 Are we required to have trained first aiders within our u3a?**

You are not required to do so 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. 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>.

In addition, there are some excellent mobile phone apps available e.g., British Red Cross, St John Ambulance and the British Heart Foundation CPR app.

### **6.6 Are we required to have a health and safety policy and follow health and safety guidelines?**

The relevant legislation is The Health and Safety at Work Act 1974 which does not apply to voluntary organisations. However, while it is not a legal requirement to have a Health and Safety policy, outside of the statutory requirements the u3a has a duty of care to its membership. This means that health and safety needs to be a consideration for general meetings, trips, outings and activities and your u3a will need to demonstrate they have an awareness of what is appropriate in relation to this. The Third Age Trust has a health and safety policy which u3as may wish to consider and adapt to their local requirements.

## **6.7 Should we be carrying out risk assessments for any/all of our activities?**

There is no formal requirement to do so but The Trust has prepared a set of checklists covering outside venues, walking and workshop activities which you may like to use.

## **6.8 If a u3a runs a function and serves meals or light refreshments and someone is taken ill as a result, can a claim be made against public liability insurance?**

Public liability insurance will cover this eventuality if you are found to be legally liable.

## **7. Transport/car FAQs**

### **7.1 Can u3a members offer lifts to other members and accept money towards petrol costs without compromising their car insurance policy?**

Yes. But it is recommended that this is done as an informal arrangement between members.

### **7.2 Does the public liability insurance provide any cover whilst members are travelling in other members' cars or on a coach or minibus?**

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 and 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.

## **7.3 What happens if I parked my car in a recognised car park whilst on u3a activities and it is damaged?**

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, for example, 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. 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 had been led to expect that his property would be protected and would have to show that the u3a or its agents, had been negligent in failing to provide the proper level of protection.

## **8. Non-members FAQs**

### **8.1 If somebody wants to try u3a out prior to deciding whether to join, is it allowable under our insurance cover?**

Yes, it is providing somebody is monitoring the situation and keeps the Group Coordinator informed, to ensure any attendance by a non-member does not continue indefinitely. It is up to each u3a to decide what its policy is and stick to it.

### **8.2 Is it permissible for a non-member e.g. spouse or friend of a member, to attend an interest group, general meeting or outing?**

No. With the exception of individuals who are genuinely thinking of joining, individuals who want to enjoy u3a activity need to be a member. The insurance cover provided for you 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 u3a might find itself without liability cover.

### **8.3 Can u3a members who belong to a walking group take dogs with them?**

If the u3a committee is happy for this to happen, the insurance is in place to provide cover. This does not, however, extend to other u3a activities.

#### **8.4 If a u3a member needs to bring a carer/companion when attending u3a activities/events, is this permissible under our insurance cover?**

Yes, it is, providing the carer/companion does not attend any u3a activities as an individual and committee approval has been given. In fact, 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.

#### **8.5 Can grandchildren attend activities during the school holidays?**

No, there is no insurance cover for those who would not meet the criteria for membership.

### **9. Paid speakers/employer FAQs**

#### **9.1 Do we have any cover for Employers' Liability?**

No. The basis of the 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 you must not get yourselves into a situation where you could be judged as employing people. If in doubt, please consult the National Office.

#### **9.2 Does this policy provide cover for outside speakers invited to general meetings or on occasions to specific interest groups, whether paid or not?**

Yes, it does cover paid speakers at general or interest group meetings but it does not cover paid tutors.

### **10. Activities FAQs**

#### **10.1 Is the public liability insurance cover confined to u3a activities in the UK?**

No. Cover now extends to Europe.

## **10.2 Do u3a Group Coordinator need to have a professional qualification to lead physical activity groups?**

No, they do not, but the u3a committee should assure itself that the potential Group Coordinator is sufficiently experienced and / or qualified before it allows the group to start.

## **10.3 What is the situation with what are commonly described as extreme sports such as abseiling, hang gliding, white water rafting etc?**

The company which is organising these activities for you should provide you with liability insurance as part of the fee. If you are in any doubt about this or have any concerns at all, call the National Office for advice before you sign up to do it.

## **10.4 What sort of waterborne activities are allowed under our insurance?**

The public liability cover allows the use of watercraft up to 8m in length. The requirement for the Group Coordinator to ensure the activity is conducted safely will clearly be more onerous for waterborne activities when compared to most u3a activity.

## **10.5 Do we need to get members to sign in at our monthly meetings and AGMs?**

Unless it is a requirement of the venue, it is your decision, based on the practicalities of the situation. If you decide, from a fire risk point of view, to ask members to sign in, do stress the need for them to sign out especially if leaving before the end. In the case of AGMs, you must have the number of people present and it can be useful to have the names, but it is for you to decide.

## **11. Special events FAQs**

### **11.1 If we want to organise a special event, for example, an arts and crafts fair, are we covered for public liability and for members' exhibits?**

It is usually possible to provide cover for these events but please contact the National Office in the first instance in good time.

**11.2 If for any reason, for example, adverse weather conditions, we are unable to proceed with an event do we have any cancellation insurance cover?**

Regretfully not.

**TAT Advice as of 9<sup>th</sup> October 2022**