

Crawley u3a Guidance on Insurance

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Margaret Lloyd, Secretary Crawley u3a, 22nd September 2023

1. Who needs to be aware of this guidance?

- Trustees and Committee members need to be aware of it all
- Group Leader, although they do not need to know about 3(b) Cyber Insurance or 3(d) Charity Trustees Management. They need only be aware of 3(c) Tour Operators Liability if they intend to arrange overnight trips. **It is recommended Volunteers/GLs read section 8. FAQs.**
- u3a Volunteers managing events open to all members and/or attended by the public

2. The purpose of this guidance

- To briefly outline the types of insurance cover that the Third Age Trust (the "Trust") holds for member u3as with a brief description
- To indicate, by means of FAQs, the matters which Crawley u3a Committee Members (Trustees) and Group Leaders need to be aware of
- To clarify risk assessment requirements

3. Different Types of Insurance Cover held by the u3a Trust policies

These are detailed on the current calendar year Trust Insurance Cover Note, provided by Gallaghers, the insurance brokers used by the Trust, and a copy can be found on the Crawley u3a website on the Documents tab:

<https://u3asites.org.uk/crawley/page/48932>

The Insurance Cover Note shows, for each type of insurance cover, the insurer, the indemnity limit (the maximum which may be paid out in any one claim and/or any one year), and, if relevant, the excess. The excess is the amount of loss the claimant (a u3a) must bear themselves before the insurer will pay out (an excess of £250, say, means that if a successful claim is made for £400, then £150 will be paid out).

The cost of the u3a Trust insurance for the current year (2022) equates to 25p per member.

(a) Public and Products Liability Insurance

This protects a u3a against a claim for damages made by somebody (who can be a u3a member or a third party) who has suffered injury or damage to themselves or their property because of negligence (on the part of the u3a or its member(s)). Note that:

- The u3a is not automatically legally liable for all accidents, injuries or losses which could potentially occur during a u3a activity - a claimant needs to prove negligence on the part of the u3a or one of its members. **If a member wandered into the middle of a busy road of their own accord during a walk and got knocked over then this is unlikely to be considered the fault of the u3a. Unless the individual had personal accident insurance they would not be covered. But if a u3a on a walk accidentally jostles a member of the public into a canal, and that person sustained injury and/or loss of property then that person would have a claim against the u3a, as one of its members was negligent in jostling them.**
- Personal accidents where nobody else is at fault are not covered. **If a u3a member fell down and broke his leg whilst out on a walk they would not be covered by the u3a insurance, unless they can show that the u3a was negligent in some way (by, perhaps, not warning them in advance that the ground was rough perhaps).** If u3a members want to be protected against

personal accidents they need to take out their own accident insurance (some household policies include this). Product liability insurance protects the u3a against claims arising from injury or damage sustained due to failure of a product for which a u3a is legally held liable.

- The u3a is not expected to take every precaution possible to avoid being judged as negligent, just those considered reasonable. A u3a member fell at a drama group performance whilst walking within an area that had been designated as a non-thoroughfare and made a claim against the insurance, but this was repudiated on the basis that adequate warning had been given.

The product liability component protects members of the u3a from claims arising from injury or damage resulting from the failure of any product for which the u3a is legally liable. If an overhead projector used in a group session overheated and consequently burnt down the premises then the u3a would be covered. It should be noted that:

- It could be the case that some negligence is involved, but not on the part of the u3a. A u3a member stumbled when playing table tennis and fell into some stacked chairs positioned too close to the table tennis table. The advice given was that this claim should be redirected to the leisure centre involved.

The examples quoted above suggest that some subjectivity is involved when judging which party, if any, has been negligent. Different insurance companies can judge identical claims differently. Clever lawyers can argue that an organisation has been negligent even though it has taken what most would consider to be adequate precautions. Insurance is full of "grey areas".

(b) Cyber Cover

This protects a u3a against losses resulting from cyber-crime. The excess is £1,000 and the cover is subject to certain protections being in place:

- Individual authentication by using an individual identification and password
- Adequate backup copies must be maintained with all data being backed up periodically. This back-up data must be stored separately from the original data.
- Personal data and other sensitive business data must be stored and disposed of securely
- Protection firewall – to ensure computer equipment is protected against unauthorised access by having a suitable firewall and keeping updated
- Protection software – must be installed and updated regularly
- Protection against virus – must install suitable software protection against viruses etc.

It covers the following:

- Cyber data loss - costs incurred in dealing with a security breach
- Cyber-crime – theft of u3a money. Limit £250,000 in any one year
- Cyber liability – compensation payable to any third party for a data breach

Does not necessarily require negligence to be proved.

(c) Tour Operators Liability

This policy has been taken out as a “safety net” policy to provide cover for any individual u3a considered to be a tour operator. An organisation deemed to be a tour operator has all sorts of extra liabilities to those who book with them should a trip turn out to be not as described, as set out in the 2018 Package Travel regulations.

To be considered a tour operator an organisation must have organised at least two out of the following:

- Accommodation
- Transportation
- Provision of another tourist service (such as entrance fees, guided tours etc)

The 2018 regulations mean that the regulations no longer apply to charities providing the trip is undertaken to further the objectives of the charity which means, in the case of a u3a, that the following must be satisfied:

- (i) The trip is a study trip, not a holiday;
- (ii) It is open only to u3a members (but not necessarily just the members of the study group)
- (iii) The price is calculated on a not-for-profit basis (a small amount can be added to the costs to allow for contingencies)

Even if a u3a trip were to be classified as a holiday rather than a study trip then the u3a would only be considered a tour operator if, as well as organising at least two out of accommodation, transportation and provision of another tourist service, it ran more than 10 such trips a year.

The insurers recommend that, even if the u3a believes a trip would be classified as a study trip and not a holiday, u3as always use professional tour operators where possible so that if the trip turns out to be not as described the u3a is not liable.

For day trips Public Liability Insurance is more relevant than Tour Operators Liability.

This cover is not a replacement for personal travel insurance – members who want such protection must obtain suitable cover themselves prior to travel.

Note that overnight trips classified as Holidays rather than Study Trips are NOT covered by u3a Insurance as going on holidays is not considered to be a core u3a activity.

(d) Charity Trustees Management (Trustees Indemnity, only relevant for Trustees)

This protects the u3a entity and / or the individual trustee against failure in the governance of the organisation (as opposed to personal injury or illness which is covered by Public Liability insurance). The limit for an individual u3a is £500,000. If a claim is made against an individual the excess is NIL, if against the u3a entity the excess is £5,000 (it is down to the Committee to decide if any excess is borne by the u3a or personally by the trustee(s) whose behaviour resulted in the claim).

Note that the u3a **Trustee Responsibilities** document includes the following:

U3a committees are covered by Trustee Indemnity Insurance provided through the Third Age Trust. The insurance protects u3a Trustees both individually and as a board, against a genuine mistake or error of judgement providing that they have acted responsibly and followed their u3a's constitution. Where this is deemed not to be the case, Trustees risk being held personally responsible and not being covered by indemnity insurance. Trustees should also be aware that even if an allowable claim is made, an excess will apply. The indemnity insurance will not protect against criminal law.

Trustees must follow the Trustees Act 2000 and run the charity with due diligence and care. This cover is to protect trustees in the event they do (or allegedly do) a wrongful act such as:

- Breach of duty, including fiduciary or statutory duty
- Negligent act, error, or omission – including if someone was aware of a wrongful act and did not report or address this
- Defamation committed in good faith
- Breach of warranty of authority
- Misstatement or misleading statement

But the following are excluded:

- Any wrongful act or accusation that happens before the policy is accepted
- Circumstances that might give rise to a claim which the u3a should, after reasonable enquiry, have been made aware of prior to inception (such as not checking with a new trustee whether they had previously been committed for fraud)
- Dishonest or fraudulent act or omission
- Failure to provide professional services or professional advice (though this is not so relevant to the u3a)

Points to note are:

- Trustees and officers are covered personally as well as u3as.
- Most claims result from disputes between Committee members, leading to accusations of incompetence, harassment, libel, unfitness for office etc. The accused then incurs legal costs to defend themselves. Such claims rarely lead to anything for compensation, just small amounts to cover legal defence costs. An apology and acknowledgement are usually considered to be adequate compensation. A libel claim was made against two committee members, the insurance covered the costs they incurred in defending themselves, but no more. In another case alleged racist remarks were made after a u3a meeting, but were followed by an apology, which was accepted, and the incident closed. A claim would not be valid in such circumstances.
- To minimise the costs of this insurance (and to minimise bad feeling and damage to the u3a) it is recommended, in the event of a dispute between Trustees, that regional trustees or the Trust are contacted in the first instance.
- Other claims could arise from potential member being turned down for membership for reasons which they contest, and challenge legally accusing the Trustees of discrimination. To avoid such cases any u3a considering refusing a request for membership is advised to discuss it with the Trust first.

(e) Equipment

This policy covers loss or damage to property owned by a u3a, excluding standard wear and tear and gradual depreciation. The replacement basis (new for old) is used so if a piece of equipment (e.g. a laptop) is broken then it is replaced with a new replacement model.

- It covers damages and losses caused by insured perils – fire, theft, flood, storm i.e. “All Risks” in insurance industry terms which means it covers all possible risks other than those explicitly ruled out in the policy document
- It applies wherever the equipment is held (though if kept in a public place the equipment should be locked away when not in use, or fixed securely to the ground in the case of a shed or sports equipment) including members’ homes, and in transit

- The excess is currently £250 (with a limit for an individual u3a of £25,000)
- Items that never worked in the first place (“inherent vice”) are not covered (the supplier is liable)
- It does not cover a members own equipment used by the u3a (proof of purchase by the u3a is required) unless it is used in a member’s home (when it would be covered by the Home Contents cover below)
- It covers accidents (it does not have to be shown that the loss or damage arose from negligence), including misuse by a u3a member (though again a risk assessment should check that users know how to use the equipment)

(f) Cash

Cash is covered, up to a limit of £1,000, including both when at somebody’s home and in transit (anywhere within the UK) and when lost through assault. A forced entry into a member’s home and theft of a group’s cash box would be covered. But the following are the principal exclusions:

- Fraud and dishonesty
- Loss from unattended vehicles
- Shortages or errors
- Loss resulting from the use of a key or combination lock from premises outside normal hours
- Accounting and electronic losses (though the latter could be covered by cyber insurance)

(g) Home Contents

This covers damage to the property of any u3a member whilst their home is being used to host a u3a event.

- As for Equipment insurance the excess is currently £250 (with a limit for an individual u3a of £25,000).
- It covers only minor incidents. A u3a member spilling red wine on the carpet would be covered. It is not intended to be a replacement for a home-owners own household cover.
- It covers accidents i.e. it does not have to be shown that the loss or damage arose from negligence

4. What is NOT covered by u3a insurance policies?

The u3a insurance policies are intended to protect the u3a and those who run individual u3as (Trustees, Group Leaders and other members who volunteer in some way, from running events to making their homes available for meetings). Without the public liability insurance the u3a would be in danger of becoming bankrupt if, for example, a member become seriously handicapped for life as a result of an incident judged to be the result of negligence on the part of the u3a.

As stated in 3(a) above the u3a insurance policies are not intended to protect individual members from losses due to incidents considered pure accidents (an individual falling whilst on a walk) rather than as the result of u3a negligence. Personal accident insurance is not included though there is nothing to stop members taking out their own such insurance if they are concerned about such accidents.

Nor does u3a insurance cover personal losses (such as a lost diamond ring) incurred during a u3a activity (unless that loss can be shown to be the result of u3a negligence) though it is possible that this would be covered by the individual’s general household insurance.

Nor would the u3a be covered for the types of losses an individual would normally expect to be covered by personal travel insurance.

5. Why do we need to undertake risk assessments?

You might ask why, If the Public Liability Insurance covers the u3a for negligence, do we need to undertake risk assessments?

- (i) Any excess from a claim must be funded by Crawley u3a, so we need to minimise claims
- (ii) The greater the sums of money paid out by an insurer over time, the higher the cost of that insurance becomes. It is in the interests of the u3a to avoid as many incidents as possible which could be considered to be the result of negligence (plus of course it is in the interests of our members to avoid as many incidents classified as “accidents” rather than being the result of negligence).
- (iii) It is not always easy to classify whether an incident is the result of negligence or is just an unfortunate accident, and it is helpful for the insurers to be able to prove that the risk was identified in advance and that the u3a took reasonable precautions to reduce the impact of that (see the example under 3(a) relating to a member slipping on a floor designated as not being a thorough-fare). Failure to identify a risk would make it more difficult for the insurers to defend any allegation of negligence and the more likely they will need to pay out (which will increase the long-term cost of the insurance).

An example of how a risk assessment could assist in minimising a risk is as follows:

A Group Leader (or equivalent) is leading a walk over rough terrain. He should check that all walkers are wearing appropriate footwear. If an individual is wearing flip-flops then the Group Leader should make it clear that he does not consider this suitable and that it constitutes an unacceptable risk. This does not mean that the flip-flop wearer cannot come on the walk, just that he does so at his own risk and cannot be covered by the insurance. The group leader should make this clear, preferably with witnesses nearby, and note down this decision. If the member then falls and brings a claim against the u3a on the basis of negligence the u3a can prove that the member was alerted to the risk and proceeded at his own peril.

Another example is a long walk on a very hot day. The group leader needs to point out to all the walkers that anybody not in the best of health should not participate (or at least not for all the walk) and advise carrying water and wearing sunhats. But the group leader cannot be expected to be aware of all the members' health details, so if a member, unbeknown to him, is suffering from a bad heart condition and collapses the leader cannot be held to be negligent. But if this individual had a history of collapsing on previous walks organised by the same u3a (even those run by another group) then it could be argued by a clever lawyer that the u3a should have been operating procedures such that all walking group leaders were aware of this person's history of collapsing and that by not doing so the u3a was negligent.

6. Best Practice on Risk Assessments

Risk assessments do need to be carried for all activities. It should be assumed it is a requirement of insurance cover that risk assessments are prepared.

1. When and how often should Risk Assessments be completed?

The "Trust Risk Assessment FAQs" <https://u3asites.org.uk/crawley/page/48932> explains how often risk assessments should be completed. As a general rule:

Indoor based activities (whether at a hired venue, a member's home or online) :

- Before the activity takes place for the first time
- If a new venue, member's home is used or the on-line host changes
- If there is a new Group Leader
- If any feature of the venue, home or equipment used has changed in a significant way which would impact members (e.g. building work starting) or a new pet acquired
- If the group composition changes significantly e.g. at the start of the year (September)
- An incident requiring the use of the Incident Report Form has taken place other than those incidents considered to be pure accidents.

Some venues used for meetings/events may already have their own risk assessment, these should be reviewed and where mitigations identified, ensure they are actioned. e.g. a venue may state that no more than 5 chairs should be stacked together and or nothing placed in the way of fire escapes.

Outdoor activities in fixed location (e.g sports, allotments)

As for Indoor based activities

Trips and Walks

Before each separate event

2. Should they be written down?

Yes, but for low-risk activities such as a book club it can be a basic checklist. The more hazardous the activity, the more comprehensive the risk assessment should be.

3. How long should they be retained?

For three years, as this is the timeframe in which a claim can be made.

4. Where can I find sample checklists?

On the Documents page of the Crawley u3a website. <https://u3asites.org.uk/crawley/page/48932>

The Trust updated its sample risk assessments in September 2022, and they are now much improved compared with the previous versions. Crawley has also created a few of its own, which are more detailed and incorporate organisational matters.

Any comments on/improvements to these risk assessment checklists, including any new ones developed, should be submitted to Secretary@crawleyu3a.org.uk

National bodies for particular activities e.g. rambling, cycling, different sports also provide risk assessment templates.

5. Should the organiser of the event share the risk assessment with the members present?

A risk assessment should always be made available on request.

As to whether an organiser should share the risk assessment with members depends upon whether the members are responsible for any of the mitigating actions apply to the members.

A risk assessment for a planned walk which, for example, suggests that members wear shoes suitable for heavy mud should be shared with members as they obviously need to know this. In such a case it is

sufficient to disseminate the advice/instructions rather than the actual risk assessment, especially if the means of communications (e.g. WhatsApps) is not suitable for transmission of a complex document.

A simple rule of thumb is to let members know of all the actions that they (as opposed to the organiser) should be taking to minimise risk.

7. Other Related Requirements (from Crawley u3a Procedures for Group Leader, with paragraph ref shown in parenthesis below)

- (i) GLs should take a register of the members (and prospective members who are attending as one of their two taster sessions – see 8. FAQ 1 below) attending each meeting or outdoor event (2.4). Obviously this needs to be done for financial reasons but it also is necessary for insurance purposes. First because of the necessity to show that any non-member is attending in the capacity of one their two “taster” occasions, otherwise that individual is not covered, and secondly to show that the group is not too large to be able to undertake the activity safely.
- (ii) For the reasons outlined under (i) above GL’s also need to enter membership details of all members attending the activity on any financial returns they are required to submit.
- (iii) All Group Leaders must make themselves aware of emergency arrangements in their chosen venue in case of accident, fire or other emergency and should relay these arrangements to group members. Special attention should be paid to access to defibrillators (3.1)
- (iv) An Incident Report Form must be completed when accidents occur during group meetings or outings. Copies signed by the Group Leader must be sent to the Secretary as soon as possible after the event. Group Leaders should also advise the Secretary by telephone in the first instance. Incident report forms are available on the Crawley u3a website under Documents. The Secretary will inform the Committee and the venue when appropriate (3.2, 3.3)
- (v) The national policies primarily cover ‘third party’ liabilities and do not cover personal accident or loss of personal possessions. Therefore, when organising a ‘trip’ group leaders should make sure that the members going on that trip are aware that they will need to have their own travel insurance cover in place.

8. FAQs by Group Leaders and Other Members Organising u3a Activities

In common with virtually all insurance policies the Trust’s policies contain words to the effect of: “take all reasonable precautions to prevent.....” and “comply with all legal requirements and safety regulations and conduct business in a lawful manner”. In practical terms this means applying common sense and being vigilant to any laws / regulations that apply to a group’s activity. For example, walking and cycling groups should comply with the Highway Code.

1. Can non-members participate in u3a activities?

- (i) All paid up u3a members are covered (from the day payment is made, irrespective of when it is paid into the bank) when participating in u3a activities, including those arranged by other u3as, their networks, regions and nationally
- (ii) A disabled member not able to participate independently in u3a activities without a carer/companion must have a carer/companion present. 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)
- (iii) No non-members participating in a core u3a activity (as opposed to being a spectator or attending an event aimed at the public or “non-core” activity– see 2. below) are protected except for:
 - Informal carers of registered disabled members as they are considered an extension of the member (professional carers are not covered as they should have their own insurance) though committee approval should be given

- A prospective u3a member on a genuine “taster” session (but no more than 2 sessions per u3a – not per u3a group - would be regarded as genuine “taster sessions” and attendance at a monthly 2nd Friday meeting does count as a taster session) or trying out an activity on an open day. The GL should keep a log of the names of people on taster sessions and inform the Membership Secretary
 - A non-u3a member volunteering to help out (e.g. in setting up an event or tidying up after an activity) are covered as long as they do not participate in the actual activity
 - Students undertaking work experience, but if a u3a is considering offering other work experience then this needs to be discussed with the Trust as additional specific cover may be needed.
- (iv) This means that spare places on outings should not be offered to spouses or other relatives or friends of members (unless they are also u3a members)
- (v) Children are not allowed to participate in any u3a activity (as the u3a could be considered to be legally responsible for them, and this has different insurance requirements for which the u3a has no cover)
- (vi) Some u3as allow temporary membership, if their constitution permits. But abuse of this could cause problems with future cover. Temporary membership should not, for example, be used to fill a coach for a trip or to boost numbers to get the cost of an activity down.

2. What about non-members attending a u3a performance, event or picnic?

- (i) 3rd parties e.g. the general public attending a u3a event of a type for which an audience normally attends (e.g. an open day, fete, exhibition or concert) are covered;
- (ii) A proper risk assessment for such an event should be completed
- (iii) No members of the public should join in with the performance (e.g. get up on stage), as that would be seen as participating in a u3a activity (and governed by the conditions under 10 above) not consistent with being a third party.
- (iv) A picnic is considered to be a “non-core” u3a activity so non-members would be covered, unless the picnics takes place so frequently they are considered to be “core” u3a activities.

3. Are there any types of group activities not covered?

- (i) The following are the major exclusions as other forms of insurance should apply (which is why any such dangerous sports should only be undertaken via a properly registered third party organisation)
- Aircraft, aerial device or hovercraft.
 - Watercraft exceeding 8m in length.
 - Extreme sports and high hazardous activities.
- (ii) If a u3a group plans any dangerous or unusual activity other than the above (e.g. abseiling) then check whether or not the organisation providing this activity has adequate insurance. If it does not (in which case you should not be using them), or the u3a group plans to partake in the activity on an independent basis contact the Crawley u3a Secretary who will contact the Trust on your behalf. It may be necessary to inform the insurers (Aviva) and complete a risk assessment, making a fair representation of the risk, so they can assess the risk.
- (iii) Activities on inland waterways without the use of any engine are covered.
- (iv) Cycling and other road using groups (other than motor vehicles) are covered, and this why the u3a took out the Public & Products Excess Layer insurance policy. Motor insurance is not required to ride a bicycle but cycling can still cause accidents.
- (v) The u3a is covered for accidents incurred when using machinery such as power lathes or drills whether it is owned by the u3a or others (the equipment itself is covered by the Equipment Insurance). But when considering potentially hazardous activities using power tools, as well as undertaking a risk assessment contact the Secretary who will check the position with the Trust.

4. Can members bring dogs to u3a outdoor activities?

- (i) All members of the group should agree to this (not necessary in the case of guide dogs)
- (ii) The owner must keep the dog under control (e.g. on lead in a city and near livestock) and retain responsibility throughout
- (iii) As part of the risk assessment the GL should complete a risk assessment to determine whether it is appropriate to allow dogs (e.g. if the walk is through fields with sheep then the GL should either say no or make it clear that it is at the owner's own risk).
- (iv) Dogs are not permitted at indoor events (unless guide dogs)

5. What are the rules around use of motor vehicles as part of u3a trips?

- (i) The u3a does not cover losses or damage normally covered by owners' compulsory motor insurance.
- (ii) If a u3a member is injured by the actions of another member inside a vehicle, including a coach, in circumstances which have nothing to do with the vehicle, then this may be covered by the u3a public liability insurance.
- (iii) u3a members can offer lifts to other members and accept money towards petrol costs without compromising their car insurance policy, but it is recommended that this is done as an informal arrangement between members
- (iv) If a member parks their car in a recognised car park whilst on u3a activities and it is damaged then for a claim against the u3a to succeed the car owner would have to show that he had been led to expect that his car would be protected and would have to show that the u3a or its had been negligent in failing to provide the proper level of protection. This would be difficult.

6. Do u3a Group Leaders/Convenors 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 Leader is sufficiently experienced and / or qualified before it allows the group to start.

7. Should there be trained first aiders on a u3a trip or event?

- (i) u3as are not required to have first aiders. 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>. There are some excellent mobile phone apps available e.g. British Red Cross, St John Ambulance and the British Heart Foundation CPR app.
- (ii) If a member with some sort of first aid qualification provides first aid or uses a defibrillator and causes more injury than if there had been no intervention then this would be covered.

8. What about overnight trips?

- (i) Day events and trips, and study group overnight trips (up to 48 hours) in the UK and Europe are covered by the Trust's public liability insurance but separate travel insurance is required if a group wishes to be covered for extra travel, accommodation and health care costs caused by operator delays/cancellations, or illness and deaths of members arising from natural causes (i.e. not due to the negligence of the u3a). Note that cover for members cancelling due to Government policy on Covid 19 are unlikely to be included in such travel insurance.
- (ii) Holidays, as opposed to study trips, open to all members of an individual u3a, are NOT covered by u3a insurance because taking holidays is not a core activity according to the Articles of Association.

9. Should we be getting our electrical equipment tested?

Portable appliance testing (PAT) technically only applies to electrical equipment at work and in public places. However, the Trust has issued some guidelines on Electrical Inspection and Testing (see under <https://www.u3a.org.uk/advice#legal>) as often equipment is moved around and used by different people, so user checks and visual inspections make sense. But this is the responsibility of the Committee Secretary, not GLs.

10. How is a member protected if u3a activities take place at their home (see under 3(e) above)

- (i) The damage to the property must be the result of a u3a activity – and not be recoverable under the homeowner’s insurance
- (ii) An injury suffered by a member in another member’s home is protected (unless it is due to a defect in the property) but a risk assessment checklist should be completed to prevent accidents, and the member whose house it is should ensure that it is suitable and safe for the activity (e.g. no wet floors, no objects left on the floor which could be tripped over etc)
- (iii) If a member’s injury is caused by a defect in the property itself (e.g. a tile from the roof falls on their head as they walk up the drive) then this is the legal responsibility of the house owner/occupier and cover is protected under household insurance.
- (iv) If physical cash belonging to the u3a (up to £1,000) is stolen from somebody’s home during a break-in that would be covered but such cash should be securely locked away.

11. Are mobility scooters/wheelchairs/other mobility aids covered?

Yes, they are.

12. What is the insurance situation when using hired premises?

- (i) Damage caused by a group member to hired premises is covered.
- (ii) Any contract with a body letting out a property which appears to make the u3a responsible for all loss and damage is incorrect 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, the Trust’s insurers say you can, in the last resort, sign the contract because the clause is unenforceable.
- (iii) Damage done to hired premises by an item of equipment taken to those premises by a u3a member (e.g. if an overhead projector or computer overheated and burned down the premises) would be covered by product liability insurance
- (iv) A u3a would be considered negligent if a member suffered an injury as a result of the u3a’s failure to detect a risk arising from a reasonable feature of the premises. A member tried to force open a fire door in the wrong direction, pulled off the handle and as a result fell to the ground. The hall was able to evidence regular maintenance of the venue and the fall was considered to be the outcome of the u3a failing to pick up the risk in their risk assessment of the venue.

13. What happens if people become ill from food served at a u3a event?

- (i) The insurance covers cases of food poisoning arising from meals or light refreshments served at an event but only if the u3a is considered to be legally liable (so it would not cover cases where the u3a purchased the food from reputable shops or manufacturers – the claim would be against the shop or the suppliers).
- (ii) The insurance does not cover cases where people become ill as a result of allergies to the food contents (unless the u3a gave incorrect information when asked whether the food contained a particular ingredient). People with allergies are expected to take their own precautions when accepting or buying food. If in doubt when asked a question about food contents make it clear that you do not know and that the person eats or drinks it at their own risk.

(iii) If pickle ball or table tennis bat provided by the u3a broke causing injury would the u3a be seen as liable?

The u3a would only be considered liable (and hence covered by public liability insurance) if the breakage was considered the result of the u3a's negligence. This would depend upon the circumstances of the breakage.

- (i) If the bat was still very new and had not been treated unduly roughly then a breakage would suggest that it was defective when purchased in which case the claim would be against supplier, and the u3a would not be considered liable.
- (ii) If the bat had broken as a result of an accident e.g. the player fell in a way which broke the bat or another player accidentally banged his bat into it then it is very unlikely that the u3a could not be seen as negligent, as it is difficult to see how the u3a could reasonably have prevented such a mishap. Even a very clever lawyer is unlikely to be able to argue convincingly that the u3a should have ensured that all the players' body parts should have been covered with padding to prevent any injury.
- (iii) If the bat had been showing visible signs of serious wear and tear but the u3a had failed to realise this because it did not undertake regular checks on the state of the bats then it would very likely be considered negligent. The chances of being considered negligent would be considerably reduced if evidence existed that the u3a had been conducting regular checks but that they had genuinely believed that this particular bat was not in a sufficiently bad state to be deemed at risk of breaking.

(iv) Do we need to get members to sign in at our monthly meetings and AGMs?

- (i) Unless it is a requirement of the venue, it is up to the u3a, based on the practicalities of the situation. If it is decided, from a fire risk point of view, to ask members to sign in, the need for them to sign out must be stressed, especially if leaving before the end.
- (ii) In the case of AGMs, a u3a must determine the number of people present and it can be useful, but not essential, to have the names.

(v) Are paid tutors and speakers covered?

- (i) Paid speakers at a general u3a or group meeting are covered, although normally they will have their own cover
- (ii) Paid tutors are not covered, as they would be considered employees (unless they are able to prove they are self-employed, in which case see (iii) below). The u3a does not provide employers' liability for individual u3as and u3as may not employ people.
- (iii) If a GL wishes to use a tutor who states they are self-employed then permission must be obtained from the Committee and the Treasurer check evidence of their self-employed status (Crawley u3a Financial Policy 4.3.4).

(vi) Are u3as covered in respect of members' exhibits at a fair or open day?

Contact the Secretary if it is planned to exhibit any pieces of work considered to be of significant value. It is probably better just to show a photo instead.

(vii) What should I do if somebody is injured or becomes ill on a u3a trip or event?

- (i) Any accident or incident which involves a serious injury or damage and/or where the Group Leader (or person standing in as GL) believes there is a potential for a claim (whether by a u3a member or by a member of the public) should be recorded on the relevant form (<https://u3asites.org.uk/files/c/crawley/docs/1806incidentreport.pdf>) and submitted to the Secretary as soon as possible. This should be completed even if the GL considers it most unlikely that the u3a would be considered negligent (ref Crawley u3a Procedures for Group Leaders 3.2). Group Leaders should also advise the Secretary by telephone in the first instance,

who will inform the Committee and, where relevant, the venue. The Secretary will inform the Trust in the case of a serious injury

- (ii) Incident reports should be retained for 3 years in case additional information becomes known and the involved individuals decide to make a claim. If there is no accident report, then the insurers are unable to defend the allegation and will need to pay out which will increase the cost of insurance over the long-term
- (iii) Group Leaders (or the u3a) should not admit liability or fault on the part of themselves or another member of their group even if they believe this to be the case. It is for the insurers to decide where the liability arises and admission of fault can result in cover being refused.
- (iv) If a Group Leader become aware that a member is intending to pursue a claim then they should let the Secretary or another member of the Committee know right away, as the Trust needs to be informed.

(viii) If members on an outing pay the suppliers directly will the trip still be covered by u3a insurance?

An example of this is if u3a members buy their own train tickets and admission tickets when going on a visit to a stately home, with the u3a not making any payments itself.

- (i) Apparently, there is no clear-cut answer to this, as each set of circumstances would be judged on its own merits. The more the u3a is seen to be involved for example by advertising it to members beforehand, opening it out to a whole activity group, reporting on it in a newsletter the more likely it is to be judged to be a bona fide u3a activity and covered by insurance. But to be on the safe side all costs should be paid for by the u3a directly, with members paying their shares into the u3a.
- (ii) On the other hand, if a group of friends who just happen to all be in the same u3a, or even met at a u3a, organise a trip by their own volition without involving anybody else from the u3a or advertising it to other u3a members then it cannot be expected to be judged as a bona fide u3a event.

Trust Sources of Information used

1. A 2-hour pilot on-line course “Keep It Legal” attended in April 6th 2022
2. A 2-hour course focussing solely on Insurance attended 15th June (presenter Antony Carlile from the insurance brokers Gallaghers, who is the account manager for u3a matters) plus responses to follow up questions
3. The u3a TAT document “Insurance Overview” updated 9th November 2022
4. The u3a TAT document “Insurance FAQs” updated 9th November 2022
5. The u3a TAT document “Financial Matters”, updated 28/04/22

Version	Description of changes	Date
1.0	1 st version following consultation with Group Leaders	10/11/2022
1.1	Additions to Section 6: Best Practice on Risk Assessments (i) Final paragraph on response to Q1 under Indoor based activities and (ii) Additional Q5 Should the organiser of an event share the risk assessment with members present?	22/09/23