

## U3A Insurance Cover Overview and FAQs

All U3As which are fully paid up members of the Third Age Trust have the benefit of the nationally provided Public & Products Liability Insurance cover, as well as all the other policies detailed in the overview.

### BACKGROUND INFORMATION

#### ***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.

#### ***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.

#### ***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.

#### ***How does this cover apply to Group Leaders?***

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 leaders are protected should there be a claim made against them personally for damages following an incident in their group.

#### ***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.

#### ***In the event of a claim under the Public and Products Liability policy who is responsible for covering the excess?***

The U3A is responsible for the excess and this applies to all policies.

### PROPERTY/EQUIPMENT

#### ***Is U3A owned property covered for loss or damage?***

It is, up to a maximum of £25,000.

#### ***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.

#### ***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.

## **VENUES/ACCOMMODATION**

***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.

***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.

***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.

***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.

## **SAFETY/ACCIDENTS**

***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.

***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.

***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 an 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.

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

An incident report form, copies of which are available for download from the Tenterden U3A website, should be filled in by the group leader and then retained on file by the committee in case of a future claim for damages, which can be up to 3 years later.

***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 <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.

***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 outside of the statutory requirements the U3A has a duty of care to its membership which means that health and safety needs to be a consideration for general meetings, trips, outings and activities.

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

There is no formal requirement to do so but there are checklists covering outside venues, walking and workshop activities on the Tenterden U3A website, based on models prepared by the U3A Trust.

***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.

## **TRANSPORT/CARS**

***Can U3A members offer lifts to other members and accept money towards petrol costs without compromising their car insurance policy?***

Yes. But this should be done as an informal arrangement between members.

***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 a 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, if one member is injured by the actions of another member on a coach in circumstances which have nothing to do with the vehicle, it may be covered by the Public Liability insurance.

***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.

## **NON-MEMBERS**

***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 leaders 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.

***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. There may be an occasion where the committee decide to allow temporary members to attend. 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.

***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.

***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.

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

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

## **PAID SPEAKERS/EMPLOYEES**

***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.

***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.

## **ACTIVITIES**

***Is the public liability insurance cover confined to U3A activities in the UK?***

No. Cover now extends to Europe.

***Do U3A group leaders 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 leader is sufficiently experienced and / or qualified before it allows the group to start.

***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.

***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 leader to ensure the activity is conducted safely will clearly be more onerous for waterborne activities when compared to most U3A activity.

***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.

## **SPECIAL EVENTS**

***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.

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

No.

## Insurance Overview 2019

### PUBLIC & PRODUCTS LIABILITY

AVIVA INSURANCE LIMITED - POLICY NUMBER 100663285CCI

This cover indemnifies all U3A's & U3A members against all sums you could become legally liable to pay as a result of:

- Accidental injury to or death of any person.
- Accidental loss or damage to material property not belonging to you, which arises or is caused in connection with the 'business' of U3As.

#### *Principal exclusions*

- The use of motor vehicles in circumstances which require compulsory insurance under the Road Traffic Act.
- Aircraft, aerial device or hovercraft.
- Watercraft exceeding 8m in length.
- Loss or damage to property in the control of the insured.
- Extreme sports & high hazardous activities.

#### *Limits*

- Public Liability £5,000,000 for any one incident
- Products Liability £5,000,000 all insured events in any one period
- Professional Indemnity £100,000

Excess £250 per claim

### PUBLIC & PRODUCTS LIABILITY EXCESS LAYER

CNA Insurance Company Limited - POLICY NUMBER P/XOC/10204 provides an excess layer of £5m in excess of the £5m provided by the Aviva policy.

QBE Insurance (Europe) Limited – POLICY NUMBER P/XOQ/10456 provides an excess layer of £10m in excess of the £10m provided by the Aviva and CAN policies.

### MONEY COVER

AVIVA INSURANCE LIMITED – POLICY NUMBER 100663285CCI covers U3A cash held in members' homes, hired premises and in transit.

#### *Principal exclusions*

- Fraud and dishonesty
- Loss from unattended vehicles
- Shortages or errors
- Loss resulting from the use of a key or combination code from premises outside normal hours

Limit £1,000

Excess Zero

## **ALL RISKS EQUIPMENT INSURANCE**

AVIVA INSURANCE LIMITED – POLICY NUMBER 100663285CCI provides cover for loss or damage to property owned by a U3A, excluding wear and tear depreciation and gradual deterioration, wherever it is held and in transit, providing due diligence is observed and reasonable precautions are taken to ensure it is stored securely.

*Principal exclusions*

- Unexplained loss
- No signs of forced entry

*Limit* £25,000

*Excess* £150

## **HOME CONTENTS COVER**

AVIVA INSURANCE LIMITED – POLICY NUMBER 100663285CCI covers damage to the property of any U3A member whilst their home is being used to host a U3A interest group/meeting.

*Principal exclusions* as above.

*Limit* £25,000

*Excess* £150

## **CYBER COVER**

AVIVA INSURANCE LIMITED – POLICY NUMBER 100663285CCI covers

- Data Security Breach
- Virus, Hacking, Denial of Service Attack
- Extortion
- Business Interruption
- External Cyber Crime
- Network Security Liability
- Data Privacy & Confidentiality Liability
- Payment Card Industry Liability
- Multimedia Liability

*Limit* £250,000 in total during any one period of insurance

Please note the cover is subject to certain processes and procedures being in force.

## **CHARITY INDEMNITY INSURANCE**

AVIVA INSURANCE LIMITED – POLICY NUMBER 24988861CCI cover provides indemnity for the legal liability of a trustee or officer or the charity for loss which results from a wrongful act when carrying out the duties of a trustee or officer.

*Principal exclusions*

- Circumstances which you should have known about and were not disclosed to insurers
- Dishonesty and fraud

- An insured person who has gained personal profit to which they were not entitled

*Limit* £500,000 any one U3A in aggregate in a year and £3,000,000 in aggregate for all U3A claims in a year

*Excess* NIL. (£1,000 for claims against the Charity)

## **TOUR OPERATORS' LIABILITY INSURANCE**

CATLIN POLICY NUMBER TOL499004 has been taken out to provide cover for a group who organise a short study trip which involves overnight accommodation and who may be deemed a tour operator.

Public and Products Liability provides indemnity against the legal liability for accidental injury to third parties or loss or damage to their material property arising in connection with the product/event.

*Limit* £2,000,000 any one event.

### *Principal exclusions*

- The use of vehicles which require compulsory motor insurance under the Road Traffic Act.
- Any craft with an engine designed to travel in or through water, air or space.
- Professional indemnity – provides indemnity to the insured for the legal liability for damages and claimants' costs and expenses in respect of claims arising for breach of professional duty by reason of neglect, error or omission occurring or committed in good faith when acting as a tour operator

*Limit* £1,000,000.

### *Principal exclusions*

- Any claim arising from insolvency or bankruptcy of the insured or any tour operator or supplier of services.
- Dishonesty, fraudulent act or mission.
- Any claim or expenses resulting from the use of any mechanically propelled vehicle, aircraft or watercraft.

*Excess* £250 (all sections).

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