

The incident form is **linked to our insurance** as it may involve a claim. This is an outline summary/advice for our insurance as sent to us by national u3a.
Pay particular attention to 3.1, 3.4, 3.5 and especially 3.7 which is highlighted.

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 Leaders/Convenors?

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/Convenors 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.