

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 (PPL) cover, as well as all the other policies.

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?

NO. 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. **Group Leaders/Convenors are protected if 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 PPL policy who is responsible for covering the excess?

The individual U3A is 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 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?

Any individual who wants to participate in the activities of a u3a should be members to avoid any potential problems with claims. There will be exceptions to this principle, the most common 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, perhaps 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 could cause problems with a claim and 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 “third parties” to the u3a. Insurers understand that u3as across the country will stage various to which members of the public are invited. **Attending a u3a event is different to participating in u3a activity.**

3.9 What are the individual liabilities for trustees of u3as and are there any circumstances where a trustee can be held liable for mismanagement or misappropriation of assets?

There are circumstances where a trustee can be held liable and this also applies to a director / trustee within an incorporated organisation or a Charitable Incorporated Organisation (CIO).

The Trustees Indemnity policy gives personal cover for individuals and claims are very rare as the courts are not keen to pursue charity trustees.

4.1. Is u3a owned property covered for loss or damage?

.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.

4.2. Does the PPL cover against loss or damage to property belonging to others?

The policy protects you against claims made by third parties subject to legal liability

4.3. If a member loses personal property whilst taking part in a u3a activity can they claim under PPL?

If such loss or damage is caused by an act of negligence or omission by the u3a, or any member (other than the owner), a claim could be made. Note that household insurance policies often provide cover for the policyholder's property outside the home.

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 responsibility of the house owner/occupier and comes 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?

Any damage or injury proven to be caused by a defect in the property and/or the facilities is the responsibility of the building owner. You should bring this to the attention of the person handling the hire and ask that the clause be removed. If you fail to achieve that, our insurers have said that 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.

6.1 Should we be getting our electrical equipment tested?

The Third Age 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. If you wish to take your equipment into rented accommodation, it may have to have a current PAT sticker.

6.2. Does the PPL cover the u3a against accidents whilst using machinery, 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 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 PPL cover the u3a against accidents whilst undertaking any outdoor or strenuous activity?

YES, but it would have to be shown that u3a, its agents or members had been negligent in causing injury to the claimant.

6.4. What do we do in the event of an accident?

An incident report form, copies of which are available for download from 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.

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

Insurance advice is to contact the emergency services immediately in the event of a serious incident, even if there is a member present who has attended a first aid course. In terms of First Aiders, in principle this would depend on the result of a risk assessment / checklist which is undertaken for an activity. If the activity involves the use of powered fixed woodworking machinery the risk assessment would likely suggest a first aider is present. Some risk assessments / checklist may be satisfied by access to a first aider being available, e.g. does the venue have its own first aider or perhaps another group using the same facility? Simply dedicating certain members to call 999 may sometimes be appropriate. The important point is that the risk is assessed and addressed appropriately. 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?

While it is not a legal requirement to have a Health and Safety policy, 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?

Members are entitled to assume that any u3a activity is safe for them to take part in. The best way to ensure this is to undertake a Risk Assessment / Checklist which allows you to identify and deal with any obvious danger as well as recording the process you have been through. Risk Assessments / Checklists will vary in complexity depending on the activity being assessed. You are not expected to be an expert in compiling such documents but it is correct for common sense to be applied to each activity to ensure any obvious dangers are dealt with. In exceptional circumstances, a possible outcome is that the activity does not take place. **(Please also refer to the information provided on first aid above.**

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.

7.1. 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 PPL insurance cover members travelling in other members' cars or on a coach or minibus?

NO. 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?

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. 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.

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

YES, providing the Group Leaders/Convenors are kept informed, to ensure that the attendance does not continue indefinitely. It is up to each u3a to decide on its own policy.

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. Unless the individual is genuinely thinking of joining, individuals they need to be a member to enjoy u3a activity. The insurance cover is for u3a members only. If a non-member is 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?

YES, if the u3a committee is happy for this to happen. This does not 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, providing the carer/companion does not attend any u3a activities as an individual and committee approval has been given. Should a member be unable to participate independently in u3a activities a carer/companion is essential as, for insurance reasons, the responsibility for care should not be left to fellow members unless there is a specific arrangement in place with an individual member.

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.

9.1. Do we have any cover for Employers' Liability?

No. The reason is that u3as do not have any employees. 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, whether paid or not?

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

10.1. Is the PPL cover confined to u3a activities in the UK?

NO. Cover now extends to Europe.

10.2. Must Group Leaders/Convenors have a professional qualification to lead physical activity groups?

NO, but the u3a committee should assure itself that the potential Group Leader/Convenor is sufficiently experienced and / or qualified before it allows the group to start.

10.3. What is the situation with extreme sports such as abseiling, hang gliding, etc?

The company which is organising these activities should provide you with liability insurance as part of the fee. If you have any concerns at all, call the National Office for advice before hand.

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 need for the Group Leader/Convenor to ensure the activity is conducted safely is obviously more onerous than for 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 situation. If you decide, from a fire risk point of view, to ask members to sign in, stress the need for them to sign out especially if the leave before the end. In the case of AGMs it can be useful to have the names, but it is for you to decide.

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.

COVID-19

12.1 How would we be protected in the event of a claim being made against a committee, u3a or group leader following a Covid-19 outbreak?

Public Liability will indemnify the u3a or an individual, against a claim for injury or illness made by a third party or a member. The Aviva policy gives £5m cover and there is an Excess Layer policy on top which gives another £15m. If the u3a or committee member etc is deemed legally liable for the injury or illness the policy will pay on their behalf. There is no excess for injury / illness claims. In addition, there is a separate cover for management failure, historically called Trustees Indemnity but now usually Management Liability. This can also protect the u3a and / or the individual trustee , committee member or officer against failure in the governance of the organisation. 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 the excess is £5,000.

12.2 How does the insurance cover apply to group leaders and convenors particularly under the current Covid-19 situation?

Group leaders and convenors can have the benefit of the full Public & Products cover, any Covid 19 related claim would be treated as an injury.