

## **Insurance Cover for U3A Members**

This document explains the terms and requirements of the Public Liability and Product Liability insurance, which covers all paid up members of the U3A. The cover is arranged, centrally, by the Third Age Trust. Also see the note on Personal Accident insurance, below.

This document is intended only as a general guide, and any specific queries on insurance matters should be addressed to Lin Jonas at the National Office, on 0208 466 6139, email [lin.jonas@u3a.org.uk](mailto:lin.jonas@u3a.org.uk)

**Public Liability:** This cover protects U3A members against a claim from a member of the public, or from another member of the U3A, where it can be shown that the U3A member is legally responsible for personal injury to the claimant, or is legally responsible for loss or damage to the claimant's property.

An example of a public liability claim is where a U3A member on a field trip accidentally jostles a member of the public (or another U3A member) into a canal, thereby sustaining injury, and / or loss of property, to the claimant.

**Product Liability:** This cover protects members of the U3A from claims arising from injury or damage resulting from the failure of any product for which the U3A member is legally liable.

A U3A member would be legally liable, for example, for an overhead projector, or a computer, used in a group session. Should such a device overheat and consequently burn down the premises, the U3A member would be covered by the Product Liability insurance.

**Personal Accident:** U3A members are not covered by the Third Age Trust policy in respect of any personal accidents they may themselves suffer. Any member requiring Personal Accident insurance should arrange cover independently. Some household policies may cover personal accident.

An example of a personal accident is where an individual trips over and breaks a limb, but no other person is involved.

**Permitted Visitors – Covered by Insurance**

In all normal circumstances, and during all regular U3A activities, insurance cover is automatically in force, as described above, for all paid up members of the U3A.

Four categories of “visitor” are also covered by the policy, which – so long as they fall within the following definitions – treats them as though they were fully paid up members of the U3A. The four categories are...

Prospective members of the U3A, attending a group activity to see if they like it, and would therefore like to join the U3A, and the group. Such prospective members are permitted to attend the group on no more than two occasions.

Casual visitors, being friends or family of existing group members, who would not normally be eligible to join the U3A. Note that the insurance cover also extends to visitors with dogs, although most groups own rules specifically exclude dogs. Casual visitors should only be invited subject to agreement with the Group Coordinator, who should ensure that no more than two visits are made in any twelve month period.

A member’s carer, should the member need their carer in order for the member to participate in the group activity. In such a case the Group Coordinator should be kept fully informed.

Outside speakers attending a group as part of that group’s current activity.

Expired Visitors – NOT covered by Insurance

Coordinators – and all members – should be aware that their insurance cover will be seriously undermined if the first two categories of “visitor” exceed their permitted number of visits, and begin to attend a group regularly, without joining the U3A.

In such circumstances the “expired visitor” will cease to be treated as a member of the U3A, and will be treated instead as an ordinary member of the public, with the following effect on member’s insurance cover...

Good: If an expired visitor has a claim against a member, the member **WOULD** be covered by insurance. The expired visitor would be regarded as a member of the public, and could make a claim against the U3A member.

Bad: If a member has a claim against an expired visitor, there would be **NO** insurance cover. The expired visitor is not a member of the U3A and

therefore has no cover. Any member wishing to make a claim against an expired visitor would need to sue the individual, personally, for recompense.

Ugly: If a member of the public has a claim against an expired visitor, there would be NO insurance cover. However, the claimant would probably regard the expired visitor as a member of the U3A, since they would be seen to be accompanying a U3A group, and a claim could be initiated against the Group, the Group Leader / Coordinator, or against the U3A. Because the expired visitor is not a member, the insurance would not cover the claim, and this could result in the Group, and / or the Group Leader / Coordinator, and / or the U3A being sued. This could result in some very difficult questions being asked of the group by the insurance company.

## **How to manage visitors**

This is very simple...

In the event of a claim, coordinators, or their deputies, may need to be able to demonstrate that they have actively monitored the number of times a visitor has accompanied their group, and that this has not exceeded the permitted two visits.

If the group keeps an attendance register, use this to record a visitor's attendance.

Alternatively, keep a simple diary entry of each visit by each visitor.

The attendance register, or the diary record, would then be available for inspection, should any claim arise.

On their second visit, the visitor should be informed that he/she cannot visit again, without first joining the U3A.

END.