

## U3A insurance presentation summary

### **What policies do U3A currently have?**

It is worth noting that insurance costs are increasing nationally, and as a result excesses are also increasing.

#### **1) Aviva Public, Community and Charities Policy 'Combined' policy**

##### **a) Group 'All Risks' – to protect assets**

- Covers member liabilities and assets, only some cover on public liability
- Cover for assets up to £25,000 per group which covers assets anywhere in the UK
  - Some u3as have more than £25,000 worth of assets which can be covered separately
- Replacement basis for settlement (new for old cover) – if someone broke a laptop and it was covered through insurance you would get a new replacement model instead
- Excess is currently £250

Exclusions:

- Normal wear and tear
- Inherent vice (i.e., if it never worked in the first place)
- If in the case of theft, the item was not locked away and secured

##### **b) Home Contents – to protect against minor damage**

- £25,000 limit for any home contents damaged whilst a u3a activity or meeting is being held in a home
- No test of negligence
- Replacement basis of cover (the item will be replaced)
- £250 excess
- **Not a replacement for homeowners' insurance**

Exclusions

- Only applies during u3a activities

##### **c) Money – to recover physical cash loss**

- £1000 limit per group
- Covers anywhere in the UK – if someone had a tin of u3a money at home that was stolen during a break in this would be covered
- Includes if someone assaulted on the way to bank money
- Includes money lost whilst in transit

Exclusions

- Does not include accounting losses and electronic losses – only physical cash

##### **d) Public and products liability – to indemnify against responsibility for injury**

- £5,000,000 limit
- Covers injury or damage caused to people or people's property (third parties)
- Third Party Property Damage Excess only (not applicable to injury)

Exclusions

- No cover for employees
- No cover for any road traffic requirements

- No cover for watercraft exceeding eight metres in length

### **Application of 'combined' policy:**

There is no list of 'approved' u3a activities the insurers use. The underwriters have a good understanding of 'usual/standard' u3a activities and are comfortable insuring this

- If an activity is 'unusual' then you will need to check with the Trust first
- You are duty bound to tell Aviva about any unusual activities and make a fair representation of the risk – this means completing a risk assessment.

#### a) For Non-members:

- The understanding that Aviva have is that u3a is a membership organisation and insurance has been accepted under this basis (this is called fair presentation of risk), so they do not want non-members joining member activities
- Non-members would be covered under public liability insurance
  - but if a non-member caused an issue with a third party during a u3a activity this would be covered but Aviva would question this, and it could put future insurance cover at risk

*For more information, please see the 'non-members attending u3a activities' section in this document*

#### b) Promotional events

- For events such as concerts and fetes, there is no issue with the public visiting are they are considered an audience, and not taking part in the event
  - If a member of the public were to join u3a on the stage at a concert for instance this would not be appropriate
- Public performances are insured as audiences are considered third parties

#### c) Dogs and Children

- There is no issue with dogs attending walking groups in appropriate settings, but it is up to the owner to ensure they are under control (e.g., on lead in a city and near livestock). The group leader should complete a risk assessment checklist to determine whether it is appropriate to allow dogs.
- There is no implication for guide dogs attending any activity
- Children are not allowed at u3a activities. If children attend u3a activities, there is a danger to u3a of being legally responsible for the children. This has different insurance requirements for which u3a does not have cover.

#### d) Hired premises

- Damage caused by a member is covered by public liability cover

#### e) Travel cover

- Europe-wide cover, but this is not a replacement for travel insurance

#### f) Paid tutors and speakers

- They are covered by public liability insurance, but it is expected they will also have their own cover

- g) Employees
  - No cover for employees as u3a does not have any (unless under exceptional circumstances)
  
- h) First aid
  - Cover for first aid, for example someone using a defibrillator. If you provided first aid and caused more injury than if you had not intervened this would be covered under public liability insurance. Group leaders do not need first aid qualifications as a condition of insurance.

## **2) AIG Public and Products Excess Layer**

This increases the total public liability limit cover up to £25,000,000 per claim

- This was adopted with cycling and other road-using groups particularly in mind as there is a danger of road traffic accidents – you do not need motor insurance to ride a bike but can still cause accidents

## **3) Touchstone Underwriting Tour Operators Liability**

This policy is applied if u3a is deemed to be a tour operator during the running of the trip and the trip is not as described. To be considered a tour operator, u3a must have organised two out of the following:

- Accommodation
- Transportation
- Trip details

However, 2018 regulations meant this no longer applies to charities depending on how incidental the trips are. This insurance has been taken out as a 'safety net policy' in case u3a is found to be a tour operator. Aviva recommend always using professional tour operators where possible instead of organising trips yourselves in case the trip is not as described so that the u3a is not liable.

Day trips are covered by public liability which has Europe-wide cover, and any trip over 48 hours is covered by tour operators' liability and public liability insurance. This cover is not a replacement for travel insurance or a personal accident policy – members will still need to take this out prior to travel.

There is a £1,000,000 cover limit for this policy.

#### 4) Charity Trustees Management Liability Policy (trustee indemnity insurance)

This cover is for trustees and officers and covers both individuals as well as the organisation ('entity'). 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

Trustees should be reasonable and logical – if a wrongful act was identified and addressed, this would not negate the policy.

The limit is £3,000,000 within the aggregate with a limit of £500,000 per u3a group. This renews each insurance period and includes personal cover for trustees and officers.

#### Application of Charities Trustees Management Liability Policy

- Disputes – most disputes are dealt within the u3a, by regional trustees or the Trust but can escalate to the insurers if solicitors become involved.
- Intervention from Trust – If the Trust must become involved to mediate or conduct a safeguarding enquiry
- Formal accusations made against a trustee or officer – this tends to happen during falling outs
- Claims – compensation tends to amount to £0 or a small amount to cover defence costs. Usually, an apology and acknowledgement are enough compensation depending on the claim

Exclusions:

- Any wrongful act or accusation that happens before the policy is accepted
  - Each renewal, the Trust reports on any ongoing issues or disputes within the u3a
- Dishonest or fraudulent act of omission
- Failure to provide professional services or professional advice – this is not as relevant to the u3a but is important to be aware of

#### Making a claim if you are covered

To notify a new claim, you will need to report to the Trust who will notify the insurers on your behalf. You should report any incident where a member or the public is hurt, or damage to property because of u3a activities. **The u3a should not admit liability as this is for the insurers to decide, and any admission of fault can result in cover being refused.**

If you are not sure whether an incident is covered (for example if someone fell outside someone's house on their way to a u3a activity) you will need to consider whether the incident occurred to u3a negligence. If the incident occurred to a member's own negligence, then this is not covered by insurance. A risk assessment checklist for all groups should be completed for this reason.

You are not automatically excluded from a claim if you find fraudulent activity has taken place (for example someone steals money) as long as you do not meet the exclusion criteria, but you will need to discuss this with the insurers.

**Common 'am I covered' questions:**

- 1) Am I insured when using my own car for a u3a activity?
  - a. You will need to speak to your own car insurer to check
  
- 2) What happens if a member has an accident in another member's home?
  - a. If this was during a u3a approved activity, then u3a is liable. A risk assessment checklist should be done to prevent accidents, and common sense should be used to make sure the house is suitable and safe for the activity.
  
- 3) Are members from a different u3a attending our u3a group covered?
  - a. Yes, as a u3a member you are covered for all u3a activities no matter which u3a is hosting it.
  
- 4) Am I covered if I paid membership on the day in cash?
  - a. Yes, if you have paid membership you are covered.
  
- 5) I have a mobility scooter/wheelchair/other mobility aid, am I covered?
  - a. Yes, mobility aids are covered under insurance

**Risk Assessments and accident reports**

Risk Assessments are associated with Health and Safety at Work Act 1974 which does not apply to u3as as members are not at work. However, the insurance company expect u3as to take reasonable precautions through risk assessment checklists as a basis of any claims made. If a member were injured, then insurance would ask for risk assessment to be able to prove how risk was identified.

Risk assessments should be written down, 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. All groups should complete risk assessments including basic checks.

Accident 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 Aviva are unable to defend the allegation and will need to pay out.

**Non- members attending u3a activities**

Anyone who wishes to attend u3a events should be a member of a u3a. Members should not bring non-members (such as spouses) to u3a activities. If a non-member caused injury to a member at a u3a activity this would not be covered by insurance as there is no liability to Aviva because the cover is member-to-member. Non-members attending u3a groups does not negate the insurance for the rest of the group, but if there were a claim Aviva could cancel the policy or raise premiums across the u3a movement. Therefore, u3a should not allow non-members to take part in u3a activities.

However, for activities such as a picnic or u3a concert you are allowed to bring non-members as this is not considered to be taking part in a 'core activity' (e.g., a speech or talk, walk or chess). If this were every week then this would be an issue and not allowed as it could be considered a core u3a activity.

There are some exceptions to non-members attending u3a activities:

**1) Carers attending events**

Informal carers can attend u3a groups and events and are considered an extension of the member, if they do not take part in u3a activities. Other members can also support other members as friends but should not be expected to provide care responsibilities. The insurers do not take liability for professional carers- if a member was hurt due to the actions of a professional carer during professional caring activities, then the care companies' own insurance will be liable. Aviva will not exclude anyone with caring needs, but they will not take liability for professional carers.

**2) Taster sessions/temporary membership**

The insurers understand that a prospective member may want to trial a couple of u3a taster sessions before committing to a membership. However, this should be used reasonably and if the individual wishes to keep attending sessions they should pay the membership fee. This also includes members of the public who try activities on open days.

**c) Volunteering**

If a non-member volunteers to set up or tidy up without participating in the core u3a activity this is acceptable. Work experience for students is covered under public liability as u3a does not have employer's liability cover. Anyone considering offering work experience should contact the Trust as this will need specific cover.