

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. This document is intended only as a general guide, and any specific queries on insurance matters should be addressed to the National Office. There are other insurance policies covering u3a monies, the homes of members hosting an event, and the trustees of Midhurst u3a not covered here. An overview of the u3a insurance and a FAQs document can be found on Midhurst u3a website at <https://midhurst.u3asite.uk/documents>.

**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 might be 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 might be where an individual trips over and breaks a limb, but no other person is involved.

**Travel, Cancellation and Personal Property** are not covered by the Third Age trust policy. Any member requiring such cover should arrange cover independently.

**Permitted Visitors:** 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:-

1. **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. If this is exceeded then the insurance cover may be compromised.
2. **A member's carer** is permissible providing the carer/companion does not attend any u3a activities as an individual and committee approval has been given. If the carer attending is doing so purely in the capacity of a carer and not taking part in the activity they will be covered as they are considered an 'extension' of the member. If the 'carer' is providing support and also taking part in the u3a activity as an individual then they will need to be a member. 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.
3. **Outside speakers** attending a u3a activity are also covered, but paid tutors are not. Paid speakers and tutors are expected to have their insurance.
4. **Dogs** – guide dogs are permitted and covered by the u3a insurance at u3a events. Other dogs are not covered by the insurance except for in the walking groups. It is down to individual walking groups in liaison with the Committee to agree whether they allow dogs. Currently only the Dog Walking group allows Dogs.