

# LIABILITY INSURANCE FREQUENTLY ASKED QUESTIONS

## 1. To what locations / areas does the policy relate to?

The policy relates to accidents or incidents which may occur in or around any premises the Youth Club use and whilst away from the premises undertaking any activities which are carried out with full knowledge and authority of the Youth Club. The policy relates to incidents which occur within Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands. If you are undertaking activities outside of these areas, please contact your Local Youth Service office.

## 2. How can the Youth Club be held legally Liability for accidents?

Youth Clubs can be held Legally Liable for accidents where: -

- There are defects in premises, furniture, equipment or other property
- There is a failure to take reasonable care to avoid accidents to visitors, Leaders, Members or other members of the public
- There is a failure to ensure that goods supplied (including food and drink) are fit for the purpose for which they are intended.
- There is a failure to exercise adequate supervision of young persons
- There are deliberate acts of Abuse against young people in the care of the Youth Club

## 3. How does the Public Liability policy protect the Youth Club?

The policy protects the Youth Club in respect of their legal liability resulting from claims brought against them as a result of their alleged negligence in respect of bodily injury to members of the public (this includes youth club members and leaders) and damage to Third Party Property to a limit of €6,500,000 any one occurrence.

## 4. Does the Policy Cover any Accident or Incident?

Some accidents are inevitable and in order to have a successful claim the injured party must be able to prove that injury or property damage resulted from the negligent action (or inaction) of another. The policy covers only the Liability at law which means that for any person to succeed in an action they must be able to prove, in a court of Law if necessary that the organisation, its employee or voluntary worker was negligent and that this negligence was the cause of and/or contributed to the injury or damage.

## 5. Does the Policy Only Cover Claims Following Negligence?

No. The policy also covers Liability at Law which may arise as a result of either Nuisance or Trespass but most claims made are in respect of Negligence. In addition the policy does not exclude deliberate acts of Abuse against members of the Youth Clubs.

## **6. What is Negligence?**

Negligence has been defined in law as “the omission to do something which a reasonable person would do or doing something which a prudent and reasonable person would not do”. A “reasonable person” has been defined as the ordinary person in the street. Determination of what a reasonable person would do in a case is made by a judge.

## **7. What is meant by a Duty of Care?**

Every person or group in society has a duty to take reasonable care:

- That the premises, grounds, furniture and equipment are safe and free from any defect likely to cause injury or damage.
- In the exercise of duties and undertakings failure to fulfil the required duty of care resulting in injury or damage may invoke a liability to provide compensation.
- Youth leaders have an enhanced duty of care towards young in their care this is described in various documents and training including your Safeguarding and Child Protection Guidelines (Policies and Procedures).

## **8. Does the policy cover deliberate acts?**

As a general No as for the policy to operate there has to be Accidental bodily injury illness or disease or loss or Damage to property, however one exception to this is allegations in respect of acts of Abuse towards the Club Members.

## **9. What about legal fees and other costs?**

The policy includes all legal costs and expenses incurred in the defence of any claim as well as damages and costs awarded against the Youth Club but subject to the Limit of Indemnity.

A person taking a legal action against the Youth Club which fails will be responsible for their own costs.

## **10. Who decides the question of liability?**

The Court, however cases may be settled out of court on the recommendation of the Insurers and our legal advisors as to awards and costs.

## **11. What does member to member liability mean?**

At law one member of a Youth Club cannot succeed in a legal action against the Youth Club or another member of the Youth Club on the basis that he / she is in effect suing him / herself. To overcome this legal impediment the inclusion of a member to member extension in the policy provides an indemnity to each individual giving them leave to pursue or defend any action in their own right.

**12. Does the policy cover advice given or professional services rendered?**

The YWI insurance scheme has been extended to include cover in respect of allegations of negligence, breach of duty of care, defamation for Youth Work Ireland and Affiliated member Youth Clubs

**13. Do we need insurance if we are using premises belonging to someone else?**

Yes. The person who owns the premises should have insurance for liability which he / she can incur as a result of their negligence (example defects in the premises), however, the group will still need insurance for the undertaking of activities carried on in those premises.

For example: injuries to members of your Youth Club not arising from defects in the premises e.g. if you spilt water on the floor and did not attend to it and a member (or Third party) slipped and injured themselves they may have a valid claim against the Youth Club as organiser of the activity.

**14. Do Users of our premises require their own liability insurance?**

Yes. It is good and prudent practice to insist that all outside groups produce satisfactory evidence of insurance, with indemnity to principal and / or yourselves, before they are permitted to use your premises. If a member of the outside group is injured on your premises solely due to negligence of the organiser of the activity (and not yourself) they will most likely sue both the organiser and you (as the property owner). If the outside group does not have insurance this could result in you having to compensate the injured party and /or incur unnecessary legal costs in defending yourself.

**15. If a club member leaves during a supervised Youth Club trip with or without the permission of a supervisor / leader and has an accident, is the insurance cover still valid?**

Yes. If permission has been given the supervisor / leader should satisfy themselves that the Youth is competent and responsible to carry out the particular task or errand.

**16. If the youth club employs an individual to provide a service (e.g. Painting, decorating, cleaning etc.) does the policy cover its legal liability for accidents resulting in this situation?**

No. However, should members of the Youth Club undertake painting, decorating and cleaning, this event, as an organised activity of the Youth Club, would not be excluded. If the Youth Club is to employ people for such tasks they should ensure they are contracting a reputable company who have their own insurance with an indemnity to principal / the Youth Club.

**17. Does the policy provide cover for a Youth Club Leader or Member if they sustain an injury due to a defect in the premises being used for a club activity?**

If the youth club or Youth Work Ireland are found to be legally liable for the accident then the policy will operate. If the fault of the accident rests with the landlord then the

injured party will have a case against the landlord. Occasions may arise where the liability for the accident could be shared between the landlord and the Youth Club. Ultimately, the answer to this question lies in court on the presentation of facts.

**18. If there is no leader present at an activity but approval had been given for the activity to take place, with a person deemed suitable by the leader in charge, is insurance cover still valid?**

Yes. However, there is always an obligation on the Youth Club to take all reasonable care and to act responsibly. It should also be clear to young people, parents and club leaders who is in charge at any given time.

**19. Who is responsible for ensuring that the premises being used for Youth Club activities conforms to the fire and safety regulations and what implications does this have for insurance cover?**

Unfortunately there is no uniform answer to this question. However, should the matter be of concern the Youth Club should contact their local Fire Officer and discuss the matter with him / her. It is suggested that these enquiries should be directed through the landlord should there be one.

**20. When a Youth Club organises a camping trip are there particular conditions which apply to insurance cover, for example, in relation to cooking?**

No. However, in relation to cooking, leaders or older club members should take responsibility for this. Appropriate controls should be in place, and where using portable cooking appliances all those using the appliances such be familiar with the safe use of such appliances.

**21. When accidents occur during Youth Club activities are club committees or leaders deemed automatically responsible?**

No. At no stage should a committee of youth leader accept responsibility for accidental bodily injury or damage to property. The club committee and its leaders should be seen to be caring and concerned about the particular event and report the matter immediately to Youth Work Ireland. If a claim is made, whether the Youth Club is responsible or not, Marsh Ireland will deal with the proceedings.

**22. Does a minimum age apply for insurance purposes in respect of Youth Club members?**

No.

**23. If a Youth Club decides to hold a public disco in a hotel, do special insurance arrangements need to be made?**

Yes. Details of disco must be advised to YWI in advance of the event. In addition, the hotel may ask you for evidence of your insurance cover.

**24. Is it possible for a Youth Club to arrange insurance for a summer project being organised by a local community organisation, community development group, residents association or others?**

No. Should a residents association arrange an event it is the responsibility of that association to purchase the appropriate insurance cover. Should the Youth Club participate in an event organised by the residents association it may be necessary for the Youth Club to produce evidence of insurance to the residents association, however this is unlikely. A Youth Club can only organise insurance on its own behalf. If a group advise they cannot arrange cover on their own behalf they can contact Marsh Ireland on 01-2026000 to arrange their own cover.

**25. While Youth Club members are waiting outside the club premises before it is open for a club meeting and an accident occurs which results in a member being injured, does the policy cover this?**

Yes. Once again we would stress that the Public Liability insurance will deal with accidental damage or accidental injury where the Youth Club is legally liable. If it is not legally liable for an accident there is no need for the Youth Club or its insurers to compensate the injured party.