

Insurance Directives

Procedure No. 11



Background:

- The Irish Woodturners Guild has a duty of care to provide Insurance, which covers liabilities, that Chapters and their members are exposed to while participating in or organising activities of the Guild.
- In order to protect our organisation, all official activities of its constituent Chapters must be notified to the Secretary of the Irish Woodturners Guild and sanctioned in order to ensure that these activities fall within the remit of our insurance and that the wider membership of the Guild is aware of what activities are taking place and when.
- Individual Members cannot organise activities/events on their own behalf. All events must form part of a Guild/Chapters official programme of activities and be open to all members.
- Where Individuals do organise such activities for their own benefit with the support of a Chapter, that activity and the individual must be covered by insurance provided by the individual himself or herself and the Chapter must be satisfied that these insurances are in place before any support is given.
- Notification of activities must take place by forwarding the appropriate form (by hand, post or email) to the Secretary of the Irish Woodturners Guild. This must be done by an authorised member of the organising Chapter giving a description of the activity and an undertaking adherence to the current Guild insurance directive. Verbal communication is not sufficient.
- Each Guild insurance directive is a statement of the scope of the Guilds Insurance Policies, activities, conditions and requirements that must be adhered to. A change to the directive is made following a material change to our Insurance Policy. Each directive change must be passed by the Executive Committee on behalf of the IWG Membership and immediately notified to the Chapters by the Honorary Secretary. Each directive is sequentially numbered and dated

Insurance Directive- No.7:
Issued to Chapter Secretaries 1st January 2016

It is the Policy of the Irish Woodturners Guild that activities are defined as events organised by the Irish Woodturners Guild via its Executive Committee or constituent chapters. These include meetings, hands on workshops, seminars, demonstrations, exhibitions and appropriate levels of involvement in local communities. Failure to comply with the IWG Insurance Directive may result in an event not being insured and the event organisers being personally liable in the event of a claim. All chapters are expected to fully implement the conditions outlined in this directive This directive supersedes all previous directives and will remain in force unless or until you receive notification in writing from the Honorary Secretary.

All Chapters should have copies of both the Insurance Policy which sets out what insurances are available to the Guild and what risks are excluded (not covered) by the policy; and the Insurance schedule which denotes what elements of the policy have been activated/purchased by the Guild. Both documents should be read in conjunction with each other. It is the Executive Committee's and each Chapter's responsibility, to ensure that they retain copies of these documents and to ensure they comply with the conditions therein.

The following insurances are activated with BHP insurances via Allianz in accordance with their Community and Voluntary Policy and are in place from 01/01/2016

- (a) Public Liability Insurance
- (b) Employers Insurance
- (c) Product Insurance
- (d) Professional Indemnity Insurance

The Executive Committee recommends that all Chapters take time to read these two documents and make themselves aware of what liabilities are covered and those, which are excluded. Additional copies can be requested from the Hon. Secretary at any time. A synopsis is included below as an overview but it is not meant to and cannot replace Chapters examining the original insurance documentation.

Public Liability Insurance (Limit of Indemnity €6.5 Million)

This element of the insurance policy is in place to safeguard the Guild and its chapters should we be sued by someone in respect of accidental (a) Bodily Injury to any person (b) Nuisance (c) loss of or damage to material property arising out of and in the course of an official Guild activity/event. The Public Liability insurance will cover any award for damages made against the Guild by the court up to the maximum of €6.5 million . The insurance will also covers legal expenses in such circumstances to a maximum of €400,000.

Employer Liability Insurance (Limit of Indemnity €13 Million)

This element of the insurance policy is in place to safeguard the Guild and its chapters should we be sued by a casual employee such as a demonstrator and or their assistant who are not members of the Guild or any person volunteering for the benefit of the Guild. The Employers Liability insurance will cover any award for damages made against the Guild by the court up to the maximum of €13 million. The insurance will also cover legal expenses in such circumstances to a maximum of €400,000.

Products Liability Insurance (Limit of Indemnity €6,5 Million)

This element of the insurance policy is in place to safeguard the Guild and its chapters should we be sued by someone in respect of a faulty product sold or given away at Guild/Chapter activity/event, exhibition, sales of work or bazaar. This insurance is only applicable if the Guild or the Chapter is the sole beneficiary. It does not indemnify individual members who make, sell or give away products for their own benefit. In such cases individual members require their own personal product insurance.

Professional Indemnity Insurance (Limit of Indemnity €1.3 Million)

This element of the insurance policy is in place to safeguard the Guilds Executive Committee members of the Guild should they be sued in respect of any wrongful act or advice given in connection with the Guild during the period of the insurance.

Please note the following elements of this directive

- 1 All Guild Events must be organised by the Guild Executive Committee or sub-committee; or a Chapter in order for the Guilds Public Liability cover to operate.
- 2 The Public Liability Insurance is extended to include 'Member to Member' cover, which means if one member through his own negligence causes injury or damage to another member, his legal liability is covered under the policy. However, if a member causes injury to himself he does not have a claim under the policy.
- 3 The Guild requires written notification of all proposed events that are in addition to the regular monthly meetings (for example Seminars, exhibitions, community involvement etc.) from the authorised member of the organising Chapter. This notification must reach the Honorary Secretary of Guild a minimum of 6 weeks before the proposed event. This notification must indicate that all the conditions of this directive will be complied with.
- 4 With the exceptions of Exhibitions and Community involvement Guild activities are primarily for Members. Non Guild Members who wish to

attend a Guild organised Event may do so under "Visitor Membership".

- 5 Visitor Membership is defined as follows- A visitor, accompanied by a member of the Guild, may be admitted to ONE monthly Chapter meeting per year on completion of a Visitor Membership Application Form which must be forwarded immediately to the Guild's Membership Secretary.
- 6 If the Guild or any Chapter organises/plans a Seminar, Exhibition sale of work or community activity which may attract more than 500 participants. The approximated number of participants must be advised to the Hon. Secretary and the activity and number of participants checked with our insurers. This activity must not go ahead until our insurers are advised and any additional premium (if any) paid to ensure the event is covered. The Hon secretary will advise the organising chapter (in writing) when this has been done
- 7 To reduce risk and the possibility of an insurance claim. All Chapters should safeguard members and all others by ensuring to the best of their ability that equipment provided is safe and fit for purpose. That (a) all appropriate safety measures have been taken and are in place and (b) that safety equipment is used. If people are invited to observe a demonstration in progress then barriers and or screens should be used to keep people at a safe distance. All demonstrators should use appropriate personal protection.
- 8 Individual Member Insurance. In previous years the Guild has been able to offer Public Liability Insurance and Product insurance, which could be purchased by Members in their own name. The Guild has been advised that providing insurance in this form now contravenes current financial legislation and therefore this insurance cannot be offered

The Executive Committee strongly advises members to assess their individual insurance needs and if necessary purchase appropriate Insurances. A number of brokers offer this service. A list of brokers already used by members is available from the Hon Secretary. However, the IWG does not endorse any one particular broker and Members must make their own assessment and decisions regarding the insurances offered.