

# Bristol Parks Forum

## **Bristol Parks Insurance for Volunteers**

Bristol Parks Forum has been sent copies of the relevant sections of the Bristol City Council Insurance Policies that relate to volunteers working in parks.

Volunteers are covered by both Public Liability Insurance and Personal Accident Insurance.

This insurance covers activities where the leaders have undertaken the Bristol Parks Health & Safety training; the work has been agreed with Bristol Parks and the necessary Health & Safety Plan & Risk Assessments have been completed and approved by a Bristol Parks officer.

The following two pages have the most relevant sections from the policies current at January 2018. Please contact Bristol Parks if you require further information. Email [info@bristolparksforum.org.uk](mailto:info@bristolparksforum.org.uk) if you would like us to send you copies of the full documents.

***While it good to know that these policies are in place, most activities carried out by park groups are low risk and the Health & Safety training is aimed at reducing the risk further so that accidents shouldn't happen. We hope that no one will need to make a claim under these policies.***

## Public Liability Insurance

You will see from the extracts below that anyone 'volunteering to assist' the insured [Bristol City Council] is considered to be an employee for the purposes of Public Liability Insurance. Having the work agreed and the necessary paperwork in place meets the insurance requirements to be 'under the insured's direct control or supervision'.

### Section 1 – Special Definitions

#### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the **insured**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self-employed
- d) under a work experience or similar scheme
- e) hired or borrowed by the **insured** from another employer
- f) volunteering to assist or co-opted to assist the **insured**

and working for the **insured** in connection with the **business** while under the **insured's** direct control or supervision.

### Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of:

- a) accidental injury to any person other than an Employee
- b) accidental **damage to property**
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy, accidental interference with any right of air, light water or way, wrongful interference with goods
- d) wrongful arrest or false imprisonment

occurring during the period of insurance within the Geographical Limits in the **business**.

#### 2.10 Personal Liability

At the **insured's** request this part will apply to the personal liability of any:

- a) **member** or Employee or any member of the family of such **member** or Employee in connection with the **business**
- b) member of sports and social clubs operating in the **business** while engaged in club activities.

Provided always that:

- i) this will not apply to liability more specifically insured under any other insurance; and
- ii) any person indemnified will as though they were the **insured** fulfil and be subject to the terms and conditions of this part; and
- iii) the **insurer** will not be liable:
  - 1) unless the **insurer** has the sole conduct and control of all claims
  - 2) where liability attaches because of a contract or agreement and which would not otherwise have attached
  - 3) where liability arises from any employment, business, profession or trade
  - 4) where liability arises from the ownership, occupation, possession or use of any land, building, motor vehicle, caravan, watercraft or aircraft.

## Personal Accident Insurance

Volunteers are specifically covered under this policy as a category of insured persons.

**Note the age limit under this insurance is 80 years (except for Councillors).**

**The maximum benefit payable to volunteers under this insurance is £25,000.00** This is the sum 'stated in the schedule' for items 1 to 5 which cover accidental death, loss of limbs, loss of hearing or speech, permanent total or partial disablement.

Various scenarios are covered, the following are those where claims are most likely to be made.

### Section 2 – Cover

If an Insured Person sustains Bodily Injury during the Operative Time that within 24 months solely and independently of any other cause results in death or disablement the **insurer** will pay the **insured** the appropriate benefit stated in the schedule.

#### 2.4 Dental Injury Expenses

If an Insured Person sustains **damage** to teeth or fixed dentures during the Operative Time the **insurer** will pay the **insured** for the cost of necessary dental treatment required within 12 months of the Event giving rise to the **damage** up to £500.

#### 2.13 Hospitalisation Benefit

If an Insured Person is admitted to hospital as an in-patient as a result of Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** £375 for each full week of hospitalisation up to a maximum of 52 weeks.

#### 2.14 Medical Expenses

If an Insured Person incurs Medical Expenses as a result of Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** up to 20% of the amounts paid under benefits 1 to 7 inclusive or 30% of the amounts paid under either benefit 8 or benefit 9 whichever is the greater but not exceeding £20,000.

### Section 3 – Special Exclusions

The **insurer** will not make any payment of any benefit or in respect of any expense or loss arising from:

#### 2. Age Limitation

any Insured Person who has attained the age of 80 years or in the case of a **member** 90 years unless such Bodily Injury, loss or expense occurs during the Period of Insurance in which the Insured Person attains the age of 80 or 90 years as the case may be