

## Summary of Accident Involving Chair Retrofitted with Castors

A Post Doc fell and bumped their head when they attempted to sit on a chair in TC and the chair rolled out from under them. The seat was set quite high (as shown in the picture on the right) and he was holding plates in his hands. When he attempted to sit on the seat the chair shot out from underneath him. The chair bounced off the TC cabinet facing the workstation and he hit the back of his head on the chair as he fell backwards.



The accident was reported to the HSE under RIDDOR since the victim was off work for more than 3 days.

The castors were removed and glides were fitted to this particular chair in order to prevent a recurrence.

## Safety Services' Perspective & Advice

Retrofitting castors to draughtsman chairs for use on smooth vinyl flooring presents a greater risk than using the chairs as supplied with glides. In addition to the risk of a serious back or neck injury to our staff and students it is likely that our Insurers would refuse to meet a personal injury claim since the University has ignored the recommendations of the Manufacturer, has ignored the advice of Head of Safety Services, and has not responded to an accident involving a modified chair.

Safety Services advised us to discuss this issue with the University's insurance expert to elucidate what our liabilities could be.

## The University's Insurance Expert's Perspective

While I obviously cannot comment with any technical expertise, my comments from an Insurance perspective are:

- 1) The University is obliged to inform its insurers of accidents whether or not there is a consequent likelihood of a claim for compensation emerging.
- 2) An Insurer is likely to be negative about equipment that has been altered, especially if the supplier/manufacturer has advised against such alteration.
- 3) If Insurers knew of it, and judged that the added risk was serious, they would require that the alterations be reversed as a condition of the policy. That view would be strengthened if evidence of an accident emerged.
- 4) Insurance is based on the principle of "utmost good faith". This imposes a positive duty on both client (the University) and the insurers. Insurers expect the University to mitigate material, operational and liability risks and run its business safely to professional standards. They in turn, undertake to indemnify the University. I think they might find it potentially alarming that in this case, the advice of both manufacturers and qualified Safety Advisers has not been adopted.