**Property Damage**

**Question 1:**

If my school has to close due to a COVID-19 outbreak, will the RPA continue to cover loss or damage to school property whilst it is closed for an indefinite period?

**Answer 1:**

Yes, full RPA cover would apply subject to your usual Member Retention.

There are no specific minimum requirements within the RPA with regards to risk management. There is a general requirement that RPA Members maintain a minimum standard of risk management. Whilst the school is closed during this time you should put in place the policies and procedures you would normally follow when the school is closed for holiday periods, e.g. securing the property and regular inspections.

**Business Interruption**

**Question 1:**

If the school has to close due to a COVID-19 outbreak, will the RPA provide cover for loss of income or revenue or the school’s obligation to continue to pay fixed costs such as employee wages.

**Answer 1:**

The business interruption cover provided by the RPA is in relation to increased cost of working only, therefore if the school was damaged by fire or flood the RPA would indemnify the increased costs of providing education, e.g. alternative accommodation.

Cover does not extend to loss of revenue or the payment of fixed costs, e.g. staff wages whether as a result of damage to school property or the school being instructed to close in exceptional circumstances such as COVID-19.

**Question 2:**

We are a state boarding school and will lose boarding fees if the school has to close due to a COVID-19 outbreak. Will the RPA provide cover for the loss of fees and any fixed costs that remain payable?

**Answer 2:**

The RPA does not provide any loss of revenue cover, as such there is no cover for either loss of income (fees) or the fixed costs that need to be paid.

**Question 3:**

If the school has to close due to a COVID-19 outbreak will the RPA indemnify the school where the school has ongoing obligations to pay school service providers, e.g. catering companies?

**Answer 3:**

There is no direct cover by the RPA and we recommend that you negotiate with your suppliers in these circumstances with a view to them suspending payments due.

**Question 4:**

If the school has to close due to a COVID-19 outbreak will the RPA indemnify the cost of purchasing IT equipment for staff members and pupils to be able to continue working from home?

**Answer 4:**

The cost of additional equipment is not covered by the RPA.

**Question 5:**

Whilst our school is open, will the RPA cover any additional staff costs to cover staff members that are ill or self isolating or additional contractor costs (e.g. cleaners)?

**Answer 5:**

The RPA does not provide cover for the costs of supply teachers required in the event of teacher absence due to illness or the need to self-isolate due to COVID-19. Nor does the RPA cover additional contractor costs.

**Question 6**

Following the recent court decision in relation to Business Interruption cover, will the RPA provide cover for loss of revenue / income due to the school having to close as a result of the COVID-19 pandemic?

**Answer 6**

There is no claim under the Business Interruption section of the RPA as the RPA does not provide cover for loss of income / revenue or loss of profit regardless of whether the loss of income / revenue / profit was as a result of a material damage loss or other circumstances, such as an outbreak of a notifiable / communicable disease. The cover under the Business Interruption section is in relation to increased cost of working only this being the additional expenditure reasonably incurred in order to minimise any interruption of or interference with the business of the member school in consequence of an Incident (as defined in the RPA Membership Rules).

**Employers and Third Party Public Liability**

**Question 1:**

If required, will RPA provide cover for home working?

**Answer 1:**

RPA cover will continue to apply in these circumstances. This would include employer’s liability, if a member of staff were injured. The RPA will defend claims and provide an indemnity to the extent that the school is legally liable to pay compensation or damages to the employee.

We trust risk assessments will be in place and a review of policies and procedures because of homeworking.

**Question 2:**

If the school has to close due to a COVID-19 outbreak, will the RPA continue to provide cover if staff choose to come into school to work?

**Answer 2:**

Yes, standard RPA cover would continue to apply in these circumstances. This would include employer’s liability, if a member of staff were injured. The RPA will defend claims and provide an indemnity to the extent that the school is legally liable to pay compensation or damages to the employee.

We trust risk assessments will be in place and a review of policies and procedures as a result, including a review of risks associated with lone working.

**Question 3:**

Will RPA provide cover should a staff member or pupil contract COVID-19 and brings a claim against the school (or governors)?

**Answer 3:**

If a claim is brought against the school (or governor), we can confirm that RPA will defend the claim on the school’s (or governor’s) behalf, the RPA will also indemnify the school to the extent that the school (or governor) is legally liable to pay compensation or damages to the injured person. The relevant sections of the RPA are the Employers Liability and Third Party Public Liability.

We trust risk assessments will be in place and a review of policies and procedures as a result.

**Question 4:**

Can you advise whether the school or governors would be liable in the event a staff member or pupil contract COVID-19?

**Answer 4:**

The RPA is unable to advise whether the school (or governor) would be liable in the event that the staff member, pupil or other third party contracts COVID-19 and brings a claim against the school (or governor). Whether the school (or governor) is legally liable will be a matter of law and will be dependant on the exact circumstances giving rise to the injury and any subsequent claim.

If a claim is brought against the school (or governor), we can confirm that RPA will defend the claim on the school’s (or governor’s) behalf, the RPA will also indemnify the school to the extent that the school (or governor) is legally liable to pay compensation or damages to the injured person. The relevant sections of the RPA are the Employers Liability and Third Party Public Liability.

We trust risk assessments will be in place and a review of policies and procedures as a result.

**Question 5:**

Can you advise whether the school or governors would be liable in the event a staff member or pupil contract COVID-19 and COVID-19 is passed to another party by the staff member or pupil?

**Answer 5:**

The RPA is unable to advise whether the school (or governor) would be liable in the event that any party contracts COVID-19 and brings a claim against the school (or governor). Whether the school (or governor) is legally liable will be a matter of law and will be dependant on the exact circumstances giving rise to the injury and any subsequent claim.

If a claim is brought against the school (or governor), we can confirm that RPA will defend the claim on the school’s (or governor’s) behalf, the RPA will also indemnify the school to the extent that the school (or governor) is legally liable to pay compensation or damages to the injured person. The relevant sections of the RPA are the Employers Liability and Third Party Public Liability.

We trust risk assessments will be in place and a review of policies and procedures as a result.

**Question 6:**

Can you advise whether there are any template COVID-19 risk assessments available?

**Answer 6:**

We can confirm that the RPA risk management portal contains guidance and advice on how and when to undertake risk assessments. The RPA has provided a series of workshops for RPA members and there are filmed versions available on the RPA portal as well as via YouTube.

<https://youtu.be/n6HwsMwOAik>

The RPA does not provide generic or template risk assessments for any hazard, as each school is unique with differing risk factors and issues. Each school will need to conduct risk assessments that are specific to them. The Competent Person acting for the school will be able to assist with this.

The school will need to adhere to Health & Safety legislation, the RPA does advise that existing risk assessments, policies and procedures be reviewed in light of COVID-19

**Question 7:**

Our school has an employee who is Clinically Extremely Vulnerable (CEV) but they would like to continue working, will the RPA provide Employers Liability cover for this employee?

**Answer 7:**

The school and its employees should follow government advice and guidance at all times; this includes the specific tier restrictions that apply to your school location.

Where government advice is guidance rather than mandatory, if an employee elects to carry on working at the school the RPA cover will continue to apply and will indemnity the school to the extent that the school is legally liable to pay compensation or damages to an employee, i.e. it can be demonstrated that the school caused the injury to the employee person that has led to a claim.

The school will need to undertake and adhere to risk assessments that take into account the health of the employee.

**Question 8**

Our school has a pupil who is Clinically Extremely Vulnerable (CEV) but they would like to continue attending school, will the RPA provide Public Liability cover for this pupil?

**Answer 8:**

The school, its pupils and their parents / guardians should follow government advice and guidance at all times; this includes the specific tier restrictions that apply to your school location.

Where government advice is guidance rather than mandatory, if a pupil elects to carry on attending the school, rather than working from home, the RPA cover will continue to apply and will indemnity the school to the extent that the school is legally liable to pay compensation or damages to the pupil, i.e. it can be demonstrated that the school caused the injury to the pupil that has led to a claim.

The school will need to undertake and adhere to risk assessments that take into account the health of the pupil.

**Question 9:**

The Government has advised schools of their role in facilitating COVID-19 lateral flow testing on the school premises using school staff. Please confirm what cover is provided by RPA for this program.

<https://www.gov.uk/government/news/secondary-schools-and-colleges-to-get-weekly-coronavirus-testing>

**Answer 9:**

The RPA will indemnify the Member in the event a claim is brought by a third party (including pupils) or employees for death / injury or damage to third party property as a result of the school undertaking lateral flow tests. Cover is subject to the usual RPA Membership Rules and its terms, conditions and limitations. The indemnity will include defence costs and any damages / compensation that the Member is legally liable to pay to the claimant. The RPA will not provide an indemnity to any other party (e.g. the test manufacturer / supplier) in the event that the other party incurs a legal liability.

It is a requirement that risk assessments are undertaken, recorded and adhered to.

**Question 10:**

The Government has advised schools of their role in facilitating COVID-19 lateral flow testing on school premises. Please confirm what cover is provided by RPA for this program where volunteers are utilised to administer the tests.

<https://www.gov.uk/government/news/secondary-schools-and-colleges-to-get-weekly-coronavirus-testing>

**Answer 10:**

The RPA will indemnify the Member in the event a claim is brought by a third party (including pupils) or employees for death / injury or damage to third party property as a result of volunteers at the school undertaking lateral flow tests. The definition of employees includes volunteers. Cover is subject to the usual RPA Membership Rules and its terms, conditions and limitations. The indemnity will include defence costs and any damages / compensation that the Member is legally liable to pay to the claimant.

It is a requirement that risk assessments are undertaken, recorded and adhered to.

**Question 11**

The Government has advised schools of their role in facilitating COVID-19 lateral flow testing by employees in their own homes. Please confirm what cover is provided by RPA for this program.

**Answer 11**

The RPA will provide an indemnity to the member school for all sums that the member school shall become legally liable to pay for damages or compensation in respect of or arising out of personal injury or damage to third party property occurring during the period the member school is a member of the RPA and in connection with COVID-19 testing.

Risk assessments are required whether the testing is on site or in an employee’s home. Pending the issue of any government advice, risk assessments should be undertaken to the best of the school’s ability taking into account the risks (including location) of the activity. Risk assessments can be adjusted if needs be as and when guidance is issued.

Where there is a need for school staff to travel to undertake these tests the RPA excludes liability arising from use by or on behalf of the member school of any motor vehicle, the driver will need to check that they have appropriate motor third party liability insurance.

**Question 12**

As well as school employees, we wish to undertake COVID-19 lateral flow testing on contractors (e.g. cleaners) that regularly attend school premises. Please confirm what cover is provided by RPA if testing is extended to contractors.

**Answer 12**

We can confirm that the RPA will indemnify the school in the event a claim is brought by a third party for death / injury as a result of the school undertaking lateral flow test, including where appropriate regular school contractors who have consented to such tests. Cover is subject to the usual RPA Membership Rules and its terms, conditions and limitations. The indemnity will include defence costs and any damages / compensation that the Member is legally liable to pay to the claimant. The RPA will not provide an indemnity to any other party (e.g. the contractor’s employer) in the event that the other party incurs a legal liability.

It is a requirement that risk assessments are undertaken, recorded and adhered to. The Member will also need to liaise as appropriate with the individual and their employer.

**Question 13**

If my school has to close due to a COVID-19 outbreak, will the RPA provide cover for lessons that include a practical element (e.g. physical education and food technology) and are delivered online due to remote learning activities and National lockdown?

**Answer 13**

We can confirm that standard RPA cover would continue to apply in relation to online practical lessons. This would include employer’s liability, if a member of staff is injured and third party liability, if a child (or other third party) were injured. The RPA will provide an indemnity to the school for all sums that the school shall become legally liable to pay for damages or compensation in respect or arising out of the online lessons. Risk assessments will need to be in place and adhered to. Policies and procedures will also need to be reviewed as a result of these change in circumstances.

**Question 14**

Our school has an employee who is pregnant but they would like to continue working, will the RPA provide Employers Liability cover for this employee?

**Answer 14**

There is some guidance on the RCOG (Royal College of Obstetricians & Gynaecologists) website:

<https://www.rcog.org.uk/en/guidelines-research-services/guidelines/coronavirus-pregnancy/covid-19-virus-infection-and-pregnancy/>

The website includes the following:

***Coronavirus and pregnancy***

*Q. What is the main advice for pregnant women?*

*Studies from the UK show that pregnant women are no more likely to get seriously unwell from coronavirus but pregnant women have been included in the list of people at moderate risk (clinically vulnerable) as a precaution. The government guidance for the clinically vulnerable remains in place and you should ensure you continue to follow the latest government guidance.*

*Pregnant women should follow the latest government guidance on staying alert and safe (social distancing) and avoid anyone who has symptoms suggestive of coronavirus. If you are in your third trimester (more than 28 weeks’ pregnant) you should be particularly attentive to social distancing.*

Therefore, if the member of staff elects to carry on working at the school, RPA cover will continue to apply and will indemnity the school to the extent that the school is legally liable to pay compensation or damages to the member of staff, i.e. it can be demonstrated that the school caused the injury to the member of staff that has led to a claim.

The school will need to undertake and adhere to risk assessments that take into account the health/medical needs of the member of staff.

**Question 15**

Can family members use the home COVID-19 testing kits given to pupils/students/staff or obtain additional tests from schools to test family members?

**Answer 15**

The tests will be handed to staff, pupils and students for personal use and should not be used for anyone else. If family members experience COVID-19 symptoms, they must follow standard Government guidance, including self-isolating immediately and booking a test through the NHS Coronavirus (COVID 19) service or by calling 119 (England and Wales).

Guidance on how family members can access tests, e.g. at local test sites, can be found here: [Rapid lateral flow testing for households and bubbles of school pupils and staff - GOV.UK (www.gov.uk)](https://www.gov.uk/guidance/rapid-lateral-flow-testing-for-households-and-bubbles-of-school-pupils-and-staff)

**Question 16**

The Government has advised schools of their role in facilitating COVID-19 lateral flow testing on the school premises; this can include assisted swabbing by school staff for those pupils / students who cannot self-administer. Please confirm what cover is provided by RPA for this program.

**Answer 16:**

The RPA will indemnify the Member in the event a claim is brought by a third party (including pupils) or employees for death / injury or damage to third party property as a result of the school undertaking lateral flow tests whether assisted or otherwise. Cover is subject to the usual RPA Membership Rules and its terms, conditions and limitations. The indemnity will include defence costs and any damages / compensation that the Member is legally liable to pay to the claimant. The RPA will not provide an indemnity to any other party (e.g. the test manufacturer / supplier) in the event that the other party incurs a legal liability.

Assisted swabbing (such as performing the swab for someone who is unable to self-swab) does not need to be done by a clinician. Special schools and special post-16 institutions already have a range of staff to meet the health needs of children and young people. These staff members have undertaken a variety of training to support health needs and it might be appropriate for them to swab individuals who cannot self-swab, once they are confident in doing so and familiarised with how to perform assisted swabbing via the training detailed in the training guide on the secure digital platform. Please see attached link.

[*Rapid asymptomatic testing in specialist settings - GOV.UK (www.gov.uk)*](https://www.gov.uk/government/publications/guidance-for-full-opening-special-schools-and-other-specialist-settings/mass-asymptomatic-testing-in-specialist-settings)

It is a requirement that risk assessments are undertaken, recorded and adhered to.

**Travel**

The latest update on Educational Visits in now live:

[Schools coronavirus (COVID-19) operational guidance - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/actions-for-schools-during-the-coronavirus-outbreak/schools-coronavirus-covid-19-operational-guidance#educational-visits)

In line with the UK government Road Map, schools can resume domestic educational day visits from 12 April 2021.

In line with the Road Map, schools can undertake domestic residential educational visits from 17 May 2021.

**Question 1:**

We need to cancel our overseas school trip. Will the RPA provide cancellation cover?

**Answer 1:**

The RPA will consider all valid travel cancellation claims for overseas educational visits that were booked prior to 12 March 2020 and are due to commence on or before 05 September 2021. This will include trips booked prior to 12 March 2020 but subsequently delayed, with the agreement of the travel provider, to a later departure date.

You must return to your venues, tour operators and/or booking agents in the first instance to see if you can defer the trip to a later date.

To support the deferment we can confirm full RPA cover would remain in place for the deferred date (including cancellation due to either FCDO advice against travel due to COVID or persons due to travel contracting COVID) and that if any pupils currently booked on the trip would not be on roll at the deferred trip date, RPA cover for those individuals would remain in place too.

If the tour operator agrees to a deferment:

For any pupils from the current travel cohort not able to travel on the deferred date the member may submit a claim now (for those unable to travel only).

RPA would insist that you attempt to fill those vacated places for the new deferred date.

In filling any vacated places the cancellation fees recouped must be returned to RPA at a future date.

RPA cannot accept any additional charges incurred in deferring and the above is subject to you being a RPA member at the point of travel.

If the tour operator/booking agent/airlines refuse deferment:

RPA will consider these cancellation claim requests on a case-by-case basis whilst taking into account the Road Map, central DfE travel advice for schools and the trip destination at the time of the claim request.

Prior to making a cancellation claim we ask that you return to your venues; tour operators; booking agents; credit card companies in the first instance to see if you can recover any monies back direct from them initially. We ask you evidence this action when you submit your claim(s) as per the RPA membership pack.

**Question 2:**

We need to cancel our overseas school trip but the departure date is after 05 September 2021. Will the RPA provide cancellation cover?

**Answer 2:**

For trips that were booked prior to 12 March 2020 the RPA is providing cancellation cover and will deal with claims if at the planned time of departure the FCDO or the DfE are advising against non-essential travel to the country or location the school is planning to travel to. This will also apply if the trip was booked before 12 March 2020 but the school has subsequently agreed with the travel provider to delay it to a later departure date.

We ask that schools review the FCDO and DfE advice one month before departure.

If the FCDO or DfE advice is against travel to the school’s planned destination on review, you must return to your venues, tour operators and/or booking agents in the first instance to see if you can defer the trip to a later date.

To support the deferment we can confirm full RPA cover would remain in place for the deferred date (including cancellation due to either FCDO advice against travel due to COVID or persons due to travel contracting COVID) and that if any pupils currently booked on the trip that would not be on roll at the deferred trip date, RPA cover for those individuals would remain in place too.

If the tour operator agrees to a deferment:

* For any pupils from the current travel cohort not able to travel on the deferred date the member may submit a claim now (for those unable to travel only).
* RPA would insist that you attempt to fill those vacated places for the new deferred date.
* In filling any vacated places the cancellation fees recouped must be returned to RPA at a future date.

RPA cannot accept any additional charges incurred in deferring and the above is subject to you being a RPA member at the point of travel.

If the tour operator/booking agent/airlines refuse deferment:

RPA will consider these cancellation claim requests on a case by case basis whilst taking into account the ’Road Map’, central DfE Travel advice for schools and the trip destination at the time of the claim request.

Prior to making a cancellation claim we ask that you return to your venues; tour operators; booking agents; credit card companies in the first instance to see if you can recover any monies back direct from them initially. We ask you evidence this action when you submit your claim(s) as per the RPA membership pack.

If a school cancels their trip sooner than one month before departure, when it is still possible that advice on travel may change, claims to the RPA will not be considered.

If the FCDO and DfE are not advising against travel to the trip destination but the school or individual pupil(s) decide not to travel, this would be deemed disinclination to travel and the RPA is not able to provide compensation for any deposits or advance payments made for the trip.

**Question 3**

What cover is available under the RPA for overseas educational trips in the 2021/2022 academic year?

**Answer 3**

The DfE recommends that schools do not go on any overseas trips this academic year, up to and including 05 September 2021. The position beyond 05 September 2021 will be reviewed again in advance of Step 4 of the Road Map.

Further guidance will be provided by RPA following the further government review; in the meantime, if a RPA member books an international educational visit prior to the issue of further guidance this will be at their own risk.

**General**

**Question 1:**

Will the RPA provide cover for the cost of fees of cancelled exams?

**Answer 1:**

There is no cover within the RPA for such costs; these are a normal business expense of the school.

**Question 2:**

If the school has to cancel any events as a result of COVID-19 (e.g. the school prom). Will the RPA cover any cancellation costs?

**Answer 2:**

The RPA does not provide event cancellation cover. We suggest that you return to your venues; caterers, etc. to see if you can recover any monies back from them.

**Question 3:**

To assist with compliance with social distancing requirements the school is looking to use another building not owned by the school. Will RPA provide cover whilst we are using this building?

**Answer 3:**

Yes standard RPA cover would continue to apply in these circumstances. This would include employer’s liability, if a member of staff is injured and third party liability, if a pupil (or other third party) is injured or there is damage to third party property. The RPA will defend claims and provide an indemnity to the extent that the school is legally liable to pay compensation or damages to the employee or third party. The RPA will not provide an indemnity to the owner of the building.

Risk assessments will need to take this into account. Policies and procedures will also need to be reviewed as a result.

The school will also need to ensure that the building is allowed to be officially open and not closed due to the wider lockdown restrictions imposed by Government.

**Question 4:**

As recommended in government guidance, one of the control measures for limiting the spread of infection is to prop open doors. Will RPA continue to apply?

**Answer 4:**

Government guidance states “*prop doors open only if they are not fire doors, and where it is safe to do so (bearing in mind fire safety and safeguarding)*”.

It is in order for doors to be propped open and this will not affect the schools RPA cover, however it is a legal requirement that fire doors are kept closed. The only exception to this is where the fire door is fitted with a safeguard system that is activated when the fire alarm goes off and shuts the door.

The school will need to assess which of the school doors are fire doors, the school caretaker or facilities manager should be able to assist with identifying which doors are fire doors.

**Question 5:**

When schools reopen we are considering whether to acquire marquees or other temporary structures to provide additional space and allow for social distancing.

**Answer 5:**

The Material Damage section of the RPA provides cover for property that is owned or the responsibility of the School under a hire or lease agreement, this would include marquees and other temporary structures. Cover is subject to the RPA Membership Rules and applicable Member retention (excess) of £250 for primary schools and £500 for all other schools.

Please note that damage to or consequential loss in respect of moveable property in the open is excluded if caused by wind, rain, hail, sleet, snow, flood, sand, dust or freezing. In addition, damage or consequential loss caused by or consisting of theft or attempted theft by any person lawfully on the premises unless as a result of or in connection with actual or threatened assault or violence is excluded.

Please also note that the RPA requires the member to maintain minimum standards of risk management which includes:

i) maintaining the Property in a satisfactory state of repair

ii) taking all reasonable precautions for the safety of Property

iii) taking all reasonable precautions to prevent loss, destruction, damage, accident or injury

iv) setting and maintaining systems for the protection of property, Employees, pupils and third parties

v) compliance with the laws of England and Wales

Please further note that cover includes Third Party Liability, should any of the children be injured and Employer’s Liability should any of the staff become injured. The RPA will defend claims and provide an indemnity to the extent that the school is legally liable to pay compensation or damages to the employee or third party.

H&S risk assessments will need to be undertaken.