**Risk Protection Arrangement**

**COVID-19 Frequently Asked Questions**

**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 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:**

Yes, standard 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 there are any template COVID-19 risk assessments available?

**Answer 4:**

We can confirm that Sharepoint (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.

To access Sharepoint please use the following link:

<http://eusp.willistowerswatson.com/sites/education/SitePages/Home.aspx>

If you are having trouble gaining access please email RMBlueSupport@willis.com.

**Question 5:**

Our school has a pupil who is Clinically Extremely Vulnerable (CEV), will the RPA provide Public Liability cover for this pupil?

**Answer 5:**

The school, its pupils and their parents / guardians should follow government advice and guidance at all times; currently all clinically extremely vulnerable (CEV) children and young people should attend their education setting unless they are one of the very small number of children and young people under paediatric or other specialist care who have been advised by their clinician or other specialist not to attend.

RPA cover will 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 6:**

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 6:**

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 7:**

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 7:**

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 8:**

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 8:**

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. Risk assessments should be undertaken to the best of the school’s ability taking into account the risks (including location) of the activity.

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 9:**

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 9:**

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 10:**

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 10:**

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 pupil (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 11:**

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 11:**

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: <https://www.nhs.uk/conditions/coronavirus-covid-19/testing/regular-rapid-coronavirus-tests-if-you-do-not-have-symptoms/>

**Question 12:**

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 12:**

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.

<https://www.gov.uk/government/publications/guidance-for-full-opening-special-schools-and-other-specialist-settings/rapid-asymptomatic-testing-in-specialist-settings>

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

**Question 13:**

A couple of parents are threatening to take legal action over vaccinations/consent, are we covered for any legal costs in defending such cases?

**Answer 13:**

The cover under the RPA would depend on the nature of the claim brought by the parents. If for example they are claiming mental anguish and/or shock cover may apply under the Third Party Public Liability section, if the parent alleges a breach of duty or trust by the school (effectively the head and /or governors) cover may apply under the Governors Liability section.

In the event that a claim is made please contact the claims handlers immediately to establish what if any cover there may be under the RPA.

**Question 14:**

Please could you advise what is covered under the RPA cover for when schools facilitate the roll out the COVID vaccination programme?

**Answer 14**

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 facilitating COVID-19 vaccinations on school premises. 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 body administering the vaccinations) in the event that the other party incurs a legal liability.

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

**Travel**

The latest update on Educational Visits is available at:

<https://www.gov.uk/government/publications/actions-for-schools-during-the-coronavirus-outbreak/schools-covid-19-operational-guidance>

**Question 1:**

Will the RPA provide cancellation cover for educational trips and visits due to COVID-19?

**Answer 1:**

Subject to the RPA Membership Rules and the conditions for cover set out below the RPA will indemnify costs incurred following cancellation of a trip by an individual pupil / staff member in the following circumstances:

* If the pupil / staff member contracts COVID-19 prior to travel and cannot travel
* For cancellation of the whole party if the lead contracts COVID-19 and cannot travel and a replacement cannot be found.
* For cancellation if the pupil / staff member is going to be staying with someone who has contracted COVID-19 (school exchange with families).
* If government restrictions change between the time of booking and the time of departure.

The Member must in the first instance contact the RPA claims handlers prior to actually cancelling the trip. The RPA can therefore consider the circumstances and explore with the Member if there are any other alternative solutions that are available.

**Question 2:**

Will the RPA provide curtailment cover for educational trips and visits due to COVID-19?

**Answer 2:**

Subject to the RPA Membership Rules and the conditions for cover set out below the RPA will provide cover for costs incurred if it is necessary to curtail a trip in the event that a pupil, staff member or other person covered by the RPA and was healthy at the start of the trip contracts COVID-19 whilst on a trip. In the event that a Member thinks it necessary to curtail a trip the Member must in the first instance contact the RPA claims handlers prior to actually curtailing the trip. The RPA can therefore consider the circumstances and explore with the Member if there are any other alternative solutions that are available.

**Question 3**

Will the RPA indemnify medical expenses incurred as a result of a pupil or staff member contracting COVID-19 whilst on an educational trip or visit?

**Answer 3**

Subject to the RPA Membership Rules and the conditions for cover set out below the RPA will indemnify medical expenses incurred as a result of contracting COVID-19 whilst on an educational trip or visit. Where hospital treatment is required the Member must make all reasonable attempts to obtain the prior approval of the RPA claims handlers or obtain the consent of the RPA claims handlers at the earliest opportunity.

**Question 4**

Will the RPA indemnify the costs of undertaking COVID-19 testing or the costs of having to self-isolate or quarantine if required by the destination country at the start of a trip or if required by UK Government on return to the UK at the end of a trip?

**Answer 4**

The RPA will not indemnify the costs of undertaking COVID-19 testing or the costs of having to self-isolate or quarantine if required by the destination country at the start of a trip or if required by UK Government on return to the UK at the end of a trip.

It is important that when booking a trip the Member investigates and understands what restrictions the destination country has in relation to visitors from the UK. It is then for the Member to determine whether they will proceed with the trip.

**Question 5**

What happens if a pupil or member of staff who contracts COVID-19 whilst on an overseas trip needs to self-isolate and is unable to travel back with the group? Will the RPA cover the cost of booking another flight and extended hotel stay?

**Answer 5**

The costs that the RPA will indemnify will (subject to prior approval of the RPA claims handlers) include reasonable and necessary additional accommodation and sustenance charges as a direct result of persons having to self-isolate in the event that they contract COVID-19 (or any other communicable disease) whilst on a trip. If it is a child that contracts COVID-19 whilst on the trip, the RPA will also provide cover for the reasonable and necessary additional accommodation costs of an adult that has to stay with the child. The RPA will also indemnify any reasonable, necessary additional costs associated with arranging return travel.

**Question 6**

What happens if a member of staff contracts COVID-19 whilst on an overseas trip and we need to send a member of staff out to ensure there is an appropriate level of supervision? Will RPA cover the costs of the flight out?

**Answer 6**

Subject to the RPA Membership Rules and the conditions for cover set out below the RPA will indemnify for reasonable additional costs in travel, accommodation and repatriation necessarily incurred during a trip by an adult who has to travel to or remain with or escort the pupil.

We can also confirm, if, as a result of the schools risk assessment and safeguarding procedures, it is necessary for another member of staff to fly out to enable the trip to continue the RPA would cover these costs, however the Member must in the first instance contact the RPA claims handlers prior to actually arranging this. The RPA can therefore consider the circumstances and explore with the Member if there are any other alternative solutions that are available.

**Question 7**

What happens if the whole group are unable to travel back and need to self-isolate as they are all close contacts with a person that has contracted COVID-19 whilst on a trip?

**Answer 7**

If this restriction is in place at the time of booking (a known risk) the RPA will not indemnify additional accommodation costs of the entire group (only the costs of the person(s) who has contracted COVID and if a child the costs of an adult(s) who has to remain with them). If this is a new restriction which has been put in place by the destination country following your booking and the date of the COVID infection, the RPA will indemnify necessary additional accommodation, sustenance and travel charges as a direct result of all persons having to self-isolate within the destination country.

If the new restriction is put in place prior to departure following your booking we’d expect the Member to contact the RPA administrator/claims handler to discuss options including deferment.

**Question 8**

What happens if the traffic light system changes, and we decide it best for the whole cohort to return?

**Answer 8**

The cover provided would depend on UK government advice at the time of the relevant change. If the country moves to the red list and UK government advice is that UK citizens return to the UK at the earliest opportunity, the RPA would indemnify reasonable additional costs necessarily incurred to curtail a trip. In the event that a Member thinks it necessary to curtail a trip the Member must in the first instance contact the RPA claims handlers prior to actually curtailing the trip. The RPA can therefore consider the circumstances and explore with the Member if there are any other alternative solutions that are available.

**RPA cover is subject to Members adhering to the following conditions when booking educational trips and visits**

* Members must always adhere to DfE and wider United Kingdom government guidance relative to travel and booking educational visits.
* Where possible, Members must book the educational visit through a tour operator or travel agent and where appropriate ensure that the tour operator or travel agent with whom the educational visit is being booked is ABTA bonded.
* Where possible, Members must ensure that the tour operator or travel agent with whom the educational visit is being booked will offer deferment of the educational visit in the event of cancellation due to COVID-19.
* All educational visits must be conducted in line with relevant COVID-19 secure guidelines and regulations in place at that time.
* Members must undertake full and thorough risk assessments in relation to all educational visits and ensure that any public health advice, such as hygiene and ventilation requirements, is included as part of that risk assessment.
* Claims must be submitted and handled as set out in the RPA welcome pack and the Claims Guidelines section of the Rules. Members must contact the RPA claims handlers prior to cancelling or curtailing a trip.
* Trips overseas must only be booked if at the time of booking the destination country is not a red list country.
* Trips overseas must only be booked if at the time of booking the destination country does not have any restrictions applicable to the entry of travellers from the UK.
* Members must refer to the RPA Membership Rules to understand the extent of cover that will be provided by the RPA for educational visits.