

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.

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:

Our school has been designated as remaining open for the children of key workers; including our own staff, these children may not all be on roll. Will RPA cover continue to apply?

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 child (or other third party) is 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.

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

Question 4:

Our school has been designated as remaining open for the children of key workers; we may have staff from other schools coming in to help. Will RPA cover continue to apply?

Answer 4:

Yes standard RPA cover would continue to apply in these circumstances. These staff members would be deemed 'borrowed from another employer' and would be covered in the same way as your permanent staff members.

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

Question 5:

Our school has been designated as remaining open for the children of key workers; including our own staff. If the school remains open during the school holidays, will RPA cover continue to apply?

Answer 5:

Yes standard RPA cover would continue to apply in these circumstances. This would include employer's liability, is a member of staff is injured and third party liability, if a pupil (or other third party) is 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.

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

Question 6:

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

Answer 6:

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 7:

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

Answer 7:

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 8:

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 8:

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 9:

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

Answer 9:

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 10:

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 10:

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 indemnify 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 11:

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 11:

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 indemnify 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 12:

The Government have recently advised schools of their role in facilitating coronavirus 'rapid testing' on the school premises using school staff. Please can you 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 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 rapid 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 machine manufacturer) in the event that the other party incurs a legal liability.

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

In the event of loss or damage to any equipment that is owned by or the responsibility of the Member (e.g. through a lease or hire agreement) used in the provision of the testing the RPA will provide an indemnity to the Member for the cost of repair or replacement. Cover is subject to the usual RPA Membership Rules (including all limitations, conditions and exclusions).

Question 13:

The Government have recently advised schools of their role in facilitating coronavirus 'rapid testing' on school premises. Please can you 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 13:

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 rapid 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.

Travel**Question 1:**

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

Answer 1:

The RPA will accept all overseas and UK travel cancellation claims for trips that were booked prior to 12th March 2020 and are due to commence on or before the 26th March 2021. This will include trips booked prior to the 12th March 2020 but subsequently delayed, with the agreement of the travel provider, to a later departure date.

We kindly 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 kindly ask you evidence this action when you submit your claim(s) as per the RPA membership pack.

We are processing claims as quickly as possible but as you can imagine our enquiries and submitted claims numbers have been extraordinary, rest assured you will be paid in the fullness of time so parents can be reimbursed by yourselves.

Question 2:

We need to cancel our school trip but the departure date is after the 26th March 2021. Will the RPA provide cancellation cover?

Answer 2:

For trips that were booked prior to 12th March 2020 the RPA is providing cancellation cover and will deal with claims if at the planned time of departure the FCO 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 12th 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 FCO and DfE advice one month before departure. If the FCO or DfE advice is against travel to the school's planned destination at the planned departure time schools should submit a claim to the RPA as per the RPA membership pack for reimbursement of deposits and advance payments made for the trip that are not recoverable from the tour operator, booking agent or credit card companies. It remains the case that all possible monies should be recovered from these sources before approaching the RPA.

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.

We therefore advise schools to continue to make the relevant payments as per the conditions of their booking.

If the FCO 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 education trips in the 2020/2021 academic year?

Answer 3

DfE guidance remains against overseas educational visits. This advice remains under review.

DfE continues to advise against domestic (UK) overnight educational visits. In February 2021, DfE will review the possibility of changing their advice for overnight residential visits to resume from Easter 2021 on the proviso the scientific evidence at the time of this review supports any such change.

Since the start of the 2020/2021 academic year, schools have been able to take pupils on non-overnight domestic educational visits. School should undertake full and thorough risks assessment in relation to all educational visits to ensure:

- a. they are planned and carried out safely and in line with relevant national and local restriction (tier) guidance
- b. protective measures are in place, such as keeping children within their consistent group and any COVID-19 secure measures on transport and at the destination.

For access to full and up to date guidance for schools during the coronavirus outbreak, please visit:

[Actions for schools during the coronavirus outbreak - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

Since 12th March 2020, the RPA has advised its members against booking new overseas trips or new UK trips that involve an overnight stay and is unable to confirm that any such trip will be covered while either FCO advice on travel or DfE advice on school trips would not permit it. We will update this guidance as the situation changes.

In the meantime if a RPA member books a school trip involving an overnight stay (overseas or within the UK), this will be at their own risk.

For trips that were booked prior to 12th March 2020 the RPA is providing cancellation cover and will deal with claims if at the planned time of departure the FCO 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 12th March 2020 but the school has subsequently agreed with the travel provider to delay it to a later departure date.

The RPA will accept all overseas and UK travel cancellation claims for trips that are due to commence on or before the 26th March 2021. For trips that are due to commence on or after 27th March 2020, we ask that schools review the FCO and DfE advice one month before departure. If the FCO or DfE advice is against travel to the school's planned destination at the planned departure time schools should submit a claim to the RPA as per the RPA membership pack for reimbursement of deposits and advance payments made for the trip that are not recoverable from the tour operator, booking agent or credit card companies. It remains the case that all possible monies should be recovered from these sources before approaching the RPA.

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

We therefore advise schools to continue to make the relevant payments as per the conditions of their booking.

If the FCO 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 4

We have a school trip booked for this academic year. Rather than cancelling, the tour operator has offered us alternative dates next year which we intend to accept, will the RPA provide cover for the rearranged trip?

Answer 4

Yes, the RPA will provide cover for rearranged or deferred trips, subject to;

1. the original trip being booked before the 12th March 2020,
2. the school opting to remain members of the RPA ahead of the new academic year, and
3. the school complying with FCO and /or DfE guidance in relation to travel at the time of the trip.

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.