

## Work Experience Placements - Guidelines

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## Work Experience Placements - Guidelines

### (1) Association of British Insurers

The UK Insurance market generally follows the recommendation of the Association of British Insurers (ABI) and adopts the approach that work experience placement students are treated as employees, albeit temporary, of the Host organisation. Consequently the Host organisation's Employers Liability insurance would operate to both protect the individual student, and also third parties suffering losses through the student's negligent acts, as far as current legislation and common law dictates.

The Department for Education in their guidance to schools, colleges/Universities reiterated this stance and emphasised the importance of vetting the insurance arrangements of the host organisation before agreeing to the placement.

*Special note: placement students coming to the University of Hertfordshire would be covered automatically as employees of the University under our Employers/Public Liability cover.*

### (2) University's Public Liability (PL)

It is important to note that the University's PL insurance will cover the University and the student when that student is acting for and on behalf of the University Business, and thus operation of the PL cover will be subject to the Legal Liability of the University for its own negligent acts and not those of the Host organisation. The University's policy will only apply when the University is alleged to have been negligent.

The University policy will not pick up the host organisation's legal liability. If injury to the student takes place due to the negligence of the Host organisation, then the Host organisation would cover the student as the placement is under the control of the Host organisation. The only way the University's cover would operate is if the University was deemed negligent for agreeing to the placement being fully aware that the Host organisation was refusing cover.

*Special Note: Where a host organisation suggests that they will not provide the EL and PL cover to the student, the University should consider not allowing the placement as the University's cover is designed to protect the University and not the third party host organisation.*

### (3) Responsibility of the University in organising Placements

The School/College or University, as the placing organisation, i.e. finding and placing students in suitable work places, would have a first line liability if the placing of a student in a work situation had been negligent.

Contingent liability risks falling on the School, College or University would be situations where, although the Host organisation had suitable insurance, for a given situation these failed to apply. In this instance the University's liability covers would operate, subject to the terms, conditions and exclusions of the Public Liability cover. Unfortunately, the circumstances of a loss are unknown until they happen.

*Scenario: if a student gets injured whilst working for KPMG, the student would be covered by the EL policy which KPMG would have if they were seen to be negligent. However, if the student felt that the University did not do a suitable assessment of the host company, the student may take out a joint action against both KPMG and the University. In this case, cover would be in place under our Public Liability insurance. In any event, the circumstances of the case would be investigated to see if the University may have been negligent in its responsibilities for protecting the student, and by judging the degree of its involvement in choosing the host organisation.*

### (4) Risk Assessment & Duty of Care

Key questions to consider:

- 1) Who is organising the placement
- 2) Does the host organisation have EL cover

- 3) Any hazardous work
- 4) Any lone working
- 5) Suitability of student to workplace

The key is for the University to do everything that is reasonable and prudent to protect the student. The degree of care would need to be "reasonable" in each case, particularly for a student with a disability, who would require a higher standard of care.

If the student arranges his/her own placement, the burden is less for the University but it is still essential that the University should carry out a risk assessment, and get some form of disclaimer signed by the student.

(5) One-man Operators/Sole Traders

There can be potential placements with 'employers' who have no other employees i.e. one man operators or domestic environments. Students often find work placements with artists, sculptors and other such traders. One man operators would however, have public liability insurance, which would cover liability to, and also liability of, the student and it is the extent of this public liability cover that should be checked. Such cover can be extended if required to cater for the cover requirements.

(6) Domestic Placement

With a domestic placement the School, College or University should check that the owner/occupier has property owners/occupiers liability cover in force, usually as part of a domestic cover. This policy would cover liability to the student, but not of the student. We are prepared to confirm that our policy will operate in respect of this latter automatically.

(7) Government Placements

With Government Departments who rely on the Crown Indemnity to 'insure' them, they should be treated as a normal Host organisation and thus should provide the necessary insurance or guarantee under the Crown Indemnity scheme that any Placements would be indemnified/covered as if they are an employee of the Government Department.

(8) Medical placements

In the first instance, it is highly recommended that all medical placement students should become members of Medical Defence Union [<http://www.the-mdu.com/>] which is the largest medical defence union in the UK and provides medico-legal advice and assistance.

For medical placements, it is assumed that students would work under the supervision of medically qualified persons of the Host organisation, who would have their own Public Liability cover in place.

It would be prudent to note that when the students are under the supervision of the Host organisation, the Host organisation (hospital or like) does not escape the legal liability simply because the student carried an indemnity. Even if the Host organisation claims not to cover the student, this does not negate their legal liability.

For medical placements abroad, the host organisation may need to cover the student under a Public Liability cover as the country may rely on Workers Compensation for the Employer Liability risk, which the placement student would not qualify to access. Furthermore, Medical Malpractice exposure would be picked up by the Host organisation at all times as the placement student is always under the control/supervision of the Host organisation.

(9) Overseas Placements

With regard to overseas placements, the same position should be taken as if in the UK. We do appreciate that overseas countries may well operate within Workers Compensation Schemes. With this in mind, we still believe the overseas Host organisation should have their own PL cover in place and as such should be extended to include the placement student both for injuries to and caused by the student. As with UK

placements, the same rules apply in that the Host retains the responsibility for managing/supervising/training the student when in their custody and control.

Some questions to ask

- 1) Will the student be covered under your country's Workers Compensation Scheme (or equivalent)?
- 2) If so, what are the benefits payable in the event of death or injury?
- 3) If (1) above does not apply, do you have a Public Liability policy covering your legal liability to third parties (including the student)?
- 4) Would this also cover the legal liability of the student to third parties whilst they are working for you?
- 5) What is the policy limit of indemnity?

(10) Study Abroad

The student is covered under the Travel Scheme which offers adequate cover. The host University have their own insurance requirements, which are mostly satisfied by the provision of our Travel Cover.

(11) The Travel Scheme

Chartis Europe Limited provides a wide range of cover to students on overseas placements, work experience and study abroad programs. The students are covered under the Travel Scheme which provides adequate cover for medical expenses, cancellation and curtailment, theft of and damage to personal belongings including money, rescue expenses, political evacuation, hijack, kidnap, etc. Full range of cover is made available to students as part of a package they receive from the placement office. It is also available on the Staff Intranet.

(12) Signing an Indemnity

We would not recommend that any form of indemnity is signed, which tries to restrict or pass on to the School, College or University the responsibility for the actions of the Host during a Placement. It should be noted that the School, College or University's insurance cover under both Public and Employers Liability are subject to legal liability resulting from accidental negligent acts of the School, College or University and would not extend to Contractual Legal Liability, which such a form of indemnity would create.

(13) Serious Consideration

Serious consideration should be given for any placement to go ahead to any employer who does not arrange legal liability insurance i.e. Employers and/or Public Liability insurance, or in the event of Government Departments who do not provide guarantee that the Crown Indemnity would apply.

(14) End Note

With regard to Public Liability cover of the University, in the event a student is injured wherever the student is carrying out the placement, and elects to claim against the University, cover will be in place for legal liability if the University is seen to be negligent. Clearly, if the placement has primarily been arranged by the student, the standard of care resting with the University is reduced, but there should be a written procedure available for the defence of any claim if it arises.

Underwriting Services, Zurich Municipal  
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