



STUDENT PLACEMENT GUIDELINES

These guidelines have been prepared solely to identify the various covers arranged by the Institution that apply to placements (not field work).

LEGAL LIABILITY – work and personal

Duty of care

The Institution owes a duty of care to the student to ensure the student is not injured during placement activities.

The Host Organisation (providing the placement) will also owe the student a duty of care.

Placement Procedures

The first tasks to be undertaken whenever a placement is proposed are:

- 1) a risk assessment and**
- 2) completion of Indemnity Form A (see ii) below) – see specimen Form A at end of this Guide – a copy of Form A can also be obtained at [here](#)**

Prior to placement:

- i) the Institution must ensure that a responsible person carries out a full risk assessment to identify possible areas of risk to the student and then once identified effect a plan to prevent or minimise the risk.**

Note: the Host Organisation should themselves carry out their own risk assessment.

- ii) Form A should be forwarded to and completed by the Host Organisation to confirm that they have both Employers' Liability and Public Liability covers in force – see Liability (work related) later.**

If it is not possible to obtain completion of Form A then your records should be noted accordingly.





Liability (work related)

Work related liability may be incurred by the following:

- **bodily injury to the student and/or accidental damage to the students property, and/or**
- **accidental injury or accidental damage caused by the student**

from placement related activities. The Host Organisation should have liability covers in place to indemnify them against claims arising out of the above - such covers are divided into two areas:

Employers' Liability – bodily injury to the student (regarded as an employee) arising out of placement related activities for which the Host Organisation is legally liable.

This Employers' Liability cover will indemnify the Host Organisation (and the Institution as a Principal with the agreement of the Host Organisation) if the student is injured during placement activities and the student subsequently makes a claim against the Host Organisation.

The cover is on a legal liability basis only so the Host Organisation must be deemed to be legally liable before any payment is made - no legal liability - no payment.

Public Liability - accidental injury or accidental damage caused by the student arising out of placement related activities - this cover usually extends to include the liability of the student with the Host Organisations permission.

This cover will indemnify the Host Organisation (and the Institution as a Principal with the agreement of the organisation) if following injury or damage a third party subsequently makes a claim against the Host Organisation.

The cover is on a legal liability basis only so the Host Organisation must be deemed to be legally liable before any payment is made - no legal liability - no payment.

It is recommended that the Institution obtain a confirmatory declaration from the Host Organisation that these covers are in place - see Form A mentioned earlier.

Personal Liability (of the student)

Where cover is operative the Personal Liability section of the UMAL Travel Cover will apply to any damages or costs for which the student becomes legally liable to pay arising from accidental injury or accidental damage caused by the student acting in a personal capacity (leisure time etc) during the period of the placement up to the limit of £2,000,000 per occurrence.



UK Liability Market Cover

Generally, UK liability insurers have extended their definition of “Employee” to include students on work experience or similar schemes e.g. placements.

The affect of this is that if the student on placement is injured they will be regarded as an employee of the Host Organisation and if a claim for damages is brought against the Host Organisation it will be passed to their Employers’ Liability insurers to deal with.

Also, if the placement student were to cause injury or damage during work activities then the Public Liability cover of the Host Organisation would deal with the claim.

It is stressed that the cover is on a legal liability basis only - and both covers have the specific limits of indemnity selected by the Host Organisation.

Completion of Form A - see Placement Procedures earlier - confirms that the organisation has Employers’ Liability and Public Liability cover and that it includes students on placement.

For claims involving UK placements the Institution is not normally involved in any resulting claim.

Students Abroad

With regard to students abroad on placements, initially the same Placement Procedures as earlier should be followed. However, completion of Form A may not be possible in some instances.

Countries such as the United States of America and Australia, for example, have a completely different system of dealing with injuries to employees and use a State-controlled "Worker's Compensation" scheme. This provides set benefits to injured employees irrespective of fault - hence Host Organisations in those countries will not sign Form A.

If it is not possible to obtain completion of Form A then your records should be noted accordingly.

If there any doubt over a document that the Institute is required to sign by a placement or the Host Organisation it should be submitted to UMAL immediately



The Institutions own Liability Cover

The situation regarding students on placement to a Host Organisation within the UK should not present a problem bearing in mind the wider definition of Employee on insurance covers as mentioned previously.

There may be exceptions to this and the Employee definition may not apply to overseas organisations.

However, the Institution's own Public Liability cover extends automatically to cover the Institution's legal liability for claims made against the Institution arising out of any injury to the student or damage or injury caused by the student.

Providing the Institution agrees, the cover will also apply to any student of the Institution against such legal liability in respect of a claim for which the Institution would have been covered if the claim had been made against the Institution i.e. instead of claiming against the Institution the injured party claims against the student.

Host Organisations without Employers' Liability Insurance

If the Host Organisation is a company without employees it may be exempt from the need to have Employers' Liability insurance and may not be able to complete Form A.

In practice this means that if the student is injured whilst working for that company the student may seek damages for any injuries from the company but there will be no Employers' Liability insurer and the company would have to deal with the claim itself.

It would be doubtful if such a company would have sufficient resources to settle such a claim - the only option would be for the student to seek benefit under any Personal Accident Cover of the Institution that might apply.

In consideration of this issue it may be preferable for alternative Host Organisations, if available, to be used otherwise there is little the Institution can do other than to note their own records that no Employers' Liability cover is in force.

Bearing in mind the difficulties of finding suitable placement opportunities this fact alone should not be a bar to the continuation of the proposed placement.

REFER TO UMAL FOR FURTHER INFORMATION