

## DfE Frequently Asked Questions

Click [here](#) for General Cover questions

Click [here](#) for questions relating to Material Damage

Click [here](#) for questions relating to Business Interruption

Click [here](#) for questions relating to Employers Liability

Click [here](#) for questions relating to Third Party Public Liability

Click [here](#) for questions relating to Governors Liability

Click [here](#) for questions relating to Professional Indemnity

Click [here](#) for questions relating to Personal Accident

Click [here](#) for questions relating to UK Travel

Click [here](#) for questions relating to Legal Expenses

Click [here](#) for questions relating to Claims

Click [here](#) for questions relating to Funding and Joining RPA

Click [here](#) for questions relating to Risk Management

Click [here](#) for questions relating to Risk Management Audits

Click [here](#) for questions relating to Overseas Travel (Effective 1<sup>st</sup> September 2018)

Click [here](#) for questions relating to Cultural Assets

## General Cover Queries

Question No.	Question	Response
1.	Will the RPA cover normal operations of a Teaching School?	Normal operations of a Teaching School will be covered by the RPA.
2.	Does the RPA cover PFI schools including Priority Schools Building Projects?	Yes to the extent that cover is not provided by the insurances that are required to be procured by the PFI Contractor. RPA cover includes reimbursement for any excess that is applicable to the PFI required insurances and for which the school is liable to pay.
3.	Does the RPA cover Occasional Business Use for staff that may occasionally have to use their own vehicle on business?	Occasional Business Use (OBU) cover provides cover for loss or damage to the vehicle as well as third party motor liability, as such cover would need to be provided by a motor fleet insurance policy and is not covered under by the RPA.
4.	Does the RPA provide cover for education trips away from school premises, including residential trips?	Cover under the RPA will apply anywhere in the world. This would include residential trips and those including 'adventurous' activities subject to the RPA Membership Rules including the general risk management guidelines.  The employers and public liability cover under the RPA extends to temporary trips outside of the UK.
5.	What is the extent of cover for limited companies that are subsidiaries of the school?	The RPA will provide cover for subsidiaries of schools where the activity(s) of the subsidiary are in line with the business of the school and have been approved by the RPA Administrator.  As the RPA is not insurance, the Employers Liability cover under the RPA will only apply if the subsidiary company is exempt under the Employers' Liability (Compulsory Insurance) Act 1969. It is the school's responsibility to establish whether subsidiary companies are exempt or not.
6.	Does the RPA cover teachers' sickness insurance?	Teacher absence/sickness is not covered by the RPA.
7.	Does the RPA extend to cover volunteers?	The definition of "Employee" includes voluntary workers. RPA cover will apply to volunteers in the same way as for school employees.
8.	Are there any restrictions in cover in relation to the time of day pupils can be on site?	There are no such restrictions within RPA.
9.	Does the RPA cover lifts?	The RPA will provide an indemnity for repair or reinstatement costs if the lift is damaged by a peril not excluded by the Material Damage section. The RPA does not provide breakdown cover, nor does it provide engineering inspection services.
10.	Does the RPA include Chancel Insurance?	Cover similar to that provided under a Chancel Insurance policy is not provided by the RPA.
11.	Does the RPA extend to cover holiday, breakfast and after school clubs and nurseries.	As long as the clubs or nurseries are being run by the school (or school subsidiary approved by the RPA Administrator) the relevant sections of the RPA will respond subject to the terms and conditions of the Membership Rules.

Question No.	Question	Response
12.	Does the RPA extend to cover loss of livestock?	The RPA does not cover loss of livestock; the school will need to purchase commercial insurance.
13.	Is there a limit on the number of claims that can be made in any one Membership Year?	<p>There is no limit on the number of claims that can be made, however a number of the cover sections are subject to aggregate limits per membership year. Once the limit has been breached no further claim can be made until the next membership year. The sections that are subject to aggregate limits are:</p> <ol style="list-style-type: none"> <li>1. Section 5, Governors Liability (£10,000,000, other inner limits apply as detailed in the Membership Rules)</li> <li>2. Section 6, Professional Indemnity (unlimited cover however inner limits apply for some elements of the cover as detailed in the Membership Rules)</li> <li>3. Section 7, Employee and Third Party Dishonesty (£500,000)</li> <li>4. Section 12, Legal Expenses (£100,000)</li> </ol>
14.	Does the RPA cover activities not related to education?	If the activity is a permitted activity of the school and is undertaken directly by the school (or school subsidiary approved by the RPA Administrator) then it will be covered by the RPA.
15	In the situation where new academies join a Multi Academy Trust (MAT) and the MAT is covered by commercial insurance can the new schools join the RPA?	<p>Yes, however for cover to apply to the central infrastructure of the MAT there needs to be a commitment from the MAT that all academies in the MAT will join the RPA as soon as their existing insurance arrangements expire.</p> <p>Where applicable RPA cover will apply to the central infrastructure of the MAT with effect from the date the first academy in the MAT joins RPA and subject to there not being an insurance contract in place covering the MAT central infrastructure.</p> <p>Where a MAT includes academies that are subject to a PFI arrangement the RPA will provide cover for the MAT subject to all academies other than the PFI academy being members or committing to be members of the RPA.</p>
16	Does the RPA cover extend to Umbrella Trusts?	<p>An Umbrella Trust is a charity that is established to offer services and provide support to a number of schools, which may include academies and non-academies. An Umbrella Trust is a charity but it is not an exempt charity and so must register as a charity with the Charity Commission.</p> <p>Therefore whilst an individual school within an Umbrella Trust may be an RPA Member, RPA does not extend to the Umbrella Trust which will need to obtain insurance to cover its risks.</p>
17	Schools must comply with Health & Safety legislation. Will RPA decline a claim if the school fails to comply with any of the legislation?	To be compliant with the law in the UK a school must comply with all relevant legislation however non-compliance does not mean that the RPA will not deal with a resultant claim from a third party or school employee. If the school is prosecuted for a breach of H&S legislation the RPA will not provide an indemnity for any fines or penalties.
18	What are HSE Fees for Intervention?	<p>HSE operates a Fee for Intervention (FFI) cost recovery scheme, which came into effect on 1 October 2012.</p> <p>Under The Health and Safety (Fees) Regulations 2012, those who break health and safety laws are liable for HSE's related costs, including inspection, investigation and taking enforcement action.</p> <p>Duty holders who are compliant with the law, or where a breach is not material, will not be charged FFI for</p>

Question No.	Question	Response
		any work that HSE does with them.
19	Will RPA indemnify a Member for Fees For Intervention (FFI) that the Member may be required to pay HSE?	The RPA will not provide an indemnity for FFI. FFI will only be charged by HSE to a Member as part of the HSE FFI cost recovery scheme if a Member is found to be in contravention of relevant statutory provisions following an investigation by the HSE. As such FFI is deemed a penalty; indemnification in relation to penalties is excluded under RPA.
20.	Does the RPA extend to cover liabilities for swimming pools hired out to third party organisations?	Yes, however RPA does recommend that where appropriate organised groups (e.g. swimming clubs) are asked to provide evidence of third party public liability insurance.
21.	If a school opts out of the RPA will the RPA continue to provide cover for claims that occur whilst the school was a Member of RPA?	<p>Cover under the RPA generally operates on a 'claims occurring' basis'; as long as the incident giving rise to a claim occurs during the Membership Year then RPA will respond, even if the claim is notified outside of the Membership Year.</p> <p>Sections 5 and 6 operate on a 'claims made' basis. For RPA to respond the claim must be notified to the Third Party Administrator during the Membership Year.</p>
22.	What cover is provided for Asbestos?	<p>The employers' liability and third party liability sections of the RPA will provide an indemnity to the school if they are legally liable to pay compensation for death or injury or damage to third party property caused by asbestos exposure whilst a school is a Member of the RPA.</p> <p>Cover for academy trusts extends to exposure during the period from the date of the signing to the funding agreement to the date the school joins the RPA to the extent that (i) an indemnity is not provided by an insurance policy and/or (ii) the academy trust had no prior knowledge before opting to join the RPA.</p> <p>Cover for all other schools extends to exposure during a period of the five years before the school joined the RPA to the extent that (i) an indemnity is not provided by an insurance policy and /or (ii) for claims that the school or local authority had prior knowledge of before opting to join the RPA.</p> <p>The cost of asbestos removal is not covered by the RPA unless the removal is a necessity following damage that is covered by the RPA.</p>
23.	Does the RPA provide cover in circumstances where a school employee is undertaking Ofsted inspections?	<p>When the school as a Member of the RPA receives payment from Ofsted in relation to an employee of the school acting as an Ofsted inspector the RPA will provide an indemnity:</p> <ol style="list-style-type: none"> <li>1. Under section 3 (Employers Liability) if the school is legally liable to pay compensation in relation to bodily injury sustained by the employee whilst acting as an Ofsted inspector;</li> <li>2. Under section 4 (Third Party Public Liability) where the school or employee acting as an Ofsted Inspector is legally liable to pay compensation in relation to damage to third party property or bodily injury to a third party arising from the Ofsted inspection;</li> <li>3. Under section 6 (Professional Indemnity) where the school or employee acting as an Ofsted Inspector is legally liable to pay compensation in relation to any actual or alleged errors or omissions that relate to the Ofsted inspection.</li> </ol> <p>If the employee is remunerated directly by Ofsted no cover is provided by RPA and the employee will need to arrange appropriate insurance cover.</p> <p>The RPA will not provide an indemnity in circumstances where any other party (including Ofsted or the</p>

Question No.	Question	Response
		school that is being inspected) is legally liable to pay compensation to any party.
24.	Does the RPA provide cover in circumstances where a school employee will be working in other schools as an appointed Specialist Leader of Education?	<p>Providing services as a Specialist Leader in Education (SLE) to other schools would be classed as school 'Business', and therefore Employees that provide such services would be covered as noted below.</p> <ol style="list-style-type: none"> <li>1. Under section 3 (Employers Liability) if the school is legally liable to pay compensation in relation to bodily injury sustained by the employee whilst acting as an SLE;</li> <li>2. Under section 4 (Third Party Public Liability) where the school or employee acting as an SLE is legally liable to pay compensation in relation to damage to third party property or bodily injury to a third party arising from the SLE deployment;</li> <li>3. Under section 6 (Professional Indemnity) where the school or employee acting as an SLE is legally liable to pay compensation in relation to any actual or alleged errors or omissions that relate to the SLE deployment</li> </ol> <p>If asked to provide proof of insurance the school should explain that they are a Member of the RPA, and provide a copy of their Confirmation of RPA Membership document.</p>
25.	My school is not a church school but we are a faith school and have trustees that have provided us with a building for use by the school. Are we eligible to use the church version rather than the standard version of the membership rules?	<p>Subject to the trustees providing you with a building where there is neither a consideration nor a formal contract or lease then you should be eligible to utilise the Church version of the Membership Rules; confirmation should be sought from the RPA Administrator.</p> <p>You will need to indicate which version of the Membership Rules you wish to utilise when opting into the RPA.</p>
26	Does the RPA provide engineering inspection services?	<p>No, the school will need to make its own arrangements for statutory inspections, either with an insurance company or another body with the necessary competencies to carry out inspections.</p> <p>If the plant that requires inspection is damaged by a peril not excluded by the Material Damage section of the RPA the RPA will provide an indemnity in relation to the repair or reinstatement costs (less the usual Member Retention).</p>
27	Does the Insurance Act 2015 impact on the RPA?	<p>The RPA is not an insurance policy, but an arrangement whereby UK government funds cover losses that arise, therefore the Insurance Act would not apply e.g. a school is not required to disclose material facts or provide 'fair presentation' such as property schedules, risk details, claims history, etc.</p>
28	There is a Children's Centre on the school site it is a separate legal entity but the building occupied by the Children's Centre is owned by the school. Will the RPA cover the Children's Centre?	<p>If the building is owned by the school and the school has retained responsibility for loss or damage to it (i.e. the building has not been leased to the Children's Centre and the risk to repair/reinstatement transferred to the Children's Centre) then the RPA will provide an indemnity to the school for the repair or reinstatement costs if the building is damaged by a peril covered by the Material Damage section of the RPA.</p> <p>Any other risks of the Children's Centre (e.g. loss or damage to property they own or legal liabilities they incur) will not be covered by the RPA.</p>
29	Does the RPA cover ex pupils attending school trips?	<p>The RPA will provide cover under relevant sections in relation to pupils attending school trips in circumstances where they were pupils at the time of booking such trips. In other circumstances where pupils from other schools are attending such trips please refer to the RPA Helpdesk for further clarification.</p>

Question No.	Question	Response
30	The construction of our school building whilst compliant with building regulations contains cladding materials that may be combustible. Will this affect the cover provided by RPA and do we need to notify RPA?	<p>Cover provided by the RPA will not be affected if the construction of your school building(s) contains cladding material that may be combustible. You do not need to notify the RPA of the existence of such material.</p> <p>Please refer to the attached letter issued to all Responsible Bodies by the Education &amp; Skills Funding Agency.</p> <p>[insert link to EFSA letter 23June 2017]</p>
31.	Are the PTA/PFTA covered as part of the RPA?	If the PTA is ran directly by the school then the RPA would provide cover to such activities, however if the PTA is a separate entity e.g. a separate charity, then the PTA activities or property would not be covered by the RPA and the PTA would require commercial insurance.
32.	Our employees carry out training at other schools, is this covered?	Subject to the school employee providing the training under their contract of employment with the school (i.e. the employee is not directly remunerated by the other school) then cover under the RPA will apply, subject to the RPA Membership Rules.
33.	We operate as a School Centred Initial Teacher Training Academy, are such provisions covered under the RPA?	<p>The RPA will provide cover for such activities subject to the activity being a permitted activity within the Academy Articles and the activity being carried out directly by the academy (or an academy subsidiary that has been approved by the RPA Administrator).</p> <p>The definition of 'Employee' under RPA includes 'Persons undertaking study or work experience. Such persons would therefore be covered by the RPA in the same way as an academy employee.</p>
34.	Are we permitted to provide keys to contractors/hirers?	There are no specific requirements within the RPA, the school would be expected to assess the risks associated with this activity and put in place any risk mitigating factors identified. It would be the responsibility of the school to satisfy itself that it has taken all reasonable precautions as regards the safety and protection of both the premises and the staff, pupils and visitors that will be on the premises. To note, theft from any persons lawfully on the premises would be excluded from the RPA Material Damage section.

## Material Damage

Question No.	Question	Response
1.	Is Terrorism covered by the RPA?	Terrorism cover is automatically included in the RPA.
2.	Does 'Property' mean both land/buildings as well as contents?	'Property' is defined as 'Buildings, Contents, Computers and Stock at the Premises'. Definitions of Buildings, Contents, Computers, Stock and Premises are included within the RPA Membership Rules however the definition of Buildings does include outside buildings, playing fields, pitches, car parks, etc.
3.	Is there any requirement to notify the RPA of building work to existing school properties?	There is no requirement to notify the RPA of building works. Specific risk management guidance is available on the RPA Risk Management Portal. See FAQs in relation to 'joint names' cover.
4.	The limit for Contract works (minor works) is £250,000 per loss. If a school has a major refurbishment project which exceeds this amount, is there scope to extend this limit for the period of the works, or would the school need to purchase commercial insurance?	The intention of RPA is to cover minor works only. For larger works the RPA will provide cover up to the first £250,000 of any one claim however you will need to consider whether works in excess of £250,000 should to be covered by commercial insurance. Funding of the insurance would need to be included in the overall funding for the project. See FAQ in relation to 'joint names' cover with the contractor for both the contract works and existing structure
5.	Does the RPA provide 'joint names' cover or waive subrogation rights against contractors who damage existing structures or contract works during refurbishment projects?	<p>RPA cannot provide 'joint names' cover or waive subrogation rights against contractors in relation to either the existing structure or the contract works (if covered by the RPA).</p> <p>RPA will continue to provide cover for existing structures during refurbishment works however in the event damage is caused by the contractor RPA will look to make a recovery from the contractor. The contractor can cover this risk by way of a third party public liability insurance policy; he is not required to cover the existing structures in full under a property damage insurance policy.</p> <p>In relation to the contract works the school can either:</p> <ol style="list-style-type: none"> <li>1. Rely on the cover provided by the RPA (up to £250,000 any one claim);</li> <li>2. Take out commercial insurance for the full value of the works;</li> <li>3. Require that the contractor takes out Contractors "All Risks" insurance to the full value of the works and with the school noted as an insured party.</li> </ol> <p>If the school relies on RPA cover for the works (up to £250,000) the RPA will look to make a recovery from the contractor any claim payments made to the extent the contractor is liable.</p>
6.	What is the extent of cover for Property away from premises?	Property owned by or the responsibility of the school or any school staff or pupils (if it's not commercially insured ) would be covered away from school premises whilst being used on school business. The usual Member's Retention will apply.
7.	Does the Material Damage section of the RPA cover damage due to flooding?	The RPA provides cover for damage due to flooding.

Question No.	Question	Response
8.	Are laptops and devices owned by school employees, governors, pupils or visitors covered under RPA if they are lost, stolen or broken whilst on the school premises?	<p>Insofar as they are not insured by the individual the definition of contents within the RPA includes the personal property of Governors, Employees, pupils or visitors for an amount not exceeding £500 per Governor, Employee, pupil or visitor.</p> <p>The school is responsible for the first £500 each and every loss unless the school is a Primary School when the school is responsible for the first £250 each and every loss. So in practice for RPA to respond; a claim for personal effects would have to form part of a larger claim involving more than one personal item and/or school property.</p> <p>Any claims for personal effects should in the first instance be notified by the individual to their insurer.</p>
9.	What is the extent of cover for Multi Academy Trust property that is not owned by or the responsibility of any of its' member Academies?	The RPA provides cover for Property that is owned by or the responsibility of the school. 'Member' is defined as an Academy Trust or Multi Academy Trust. As long as the Multi Academy Trust is a Member of RPA the property it owns or is responsible for will be covered by the RPA.
10.	What is the process to notify RPA of additional property?	Schools are not required to submit property schedules or reinstatement values of property to the RPA, there is therefore no requirement to notify RPA of any additions, disposals or changes in value.
11.	In the event of a material damage loss under the RPA there is no requirement to reinstate on the same site or to exact previous specifications. Can the RPA insist that a school not be reinstated in the same location or with a different specification?	No, the RPA Membership Rules do state that Reinstatement may be carried out at another site and in any manner <b>suitable to the Member</b> , so any reinstatement in any manner that differs from the current specification would be at the behest of the Member, not the EFSA, DfE or RPA Administrator. This is in line with how the prevailing UK property insurance market operates.
12.	Are schools permitted to undertake emergency repairs e.g. following a break-in or a storm	RPA will indemnify the school for costs necessarily and reasonably incurred with the consent of the RPA Administrator in the making of temporary repairs following a material damage loss covered by RPA.
13.	What is the extent of cover under the RPA for property that is hired or leased to a school, for example computer equipment or photocopiers?	The RPA will provide all risks cover (including subsidence and terrorism) for all property (buildings and contents) that is owned by the school or for which the school is responsible to insure under a hire or lease agreement. The school should notify and agree with the owner of the property that the school will be utilising the RPA rather than an insurance policy to provide cover for the property in question.
14.	Does the RPA cover walk in theft cover?	<p>RPA excludes theft by any person lawfully on the premises unless there is actual or threatened assault or violence or use of force at the premises against any school employee or other person lawfully on the premises.</p> <p>It will be for the school to demonstrate that the thief was not on the premises lawfully at the time of the loss.</p>
15.	Does the RPA cover unoccupied properties?	Yes, the only restriction is in relation to fixed glass.

Question No.	Question	Response
16.	Does the RPA include cover loss of or damage to watercraft?	The RPA includes cover for the repair or replacement cost of hand propelled or sailing watercraft. Cover is not provided for any other forms of watercraft.

## Business Interruption

Question No.	Question	Response
1.	Does the RPA provide Business Interruption cover for the following: <ul style="list-style-type: none"> <li>- Any occurrence of a Notifiable Disease at the premises or attributable to food or drink supplied from the premises.</li> <li>- Any discovery of an organism at the premises likely to result in the occurrence of a Notifiable Disease.</li> <li>- Any discovery of a Notifiable Disease within a 10 mile radius.</li> <li>- Discovery of vermin or pests at the premises.</li> <li>- Any accident causing defects in drains or other sanitary arrangement at the premises, which causes restrictions on the use of the premises on the order of the local authority.</li> <li>- Occurrence of murder or suicide at the premises.</li> </ul>	The RPA will provide an indemnity for increase in cost of working following any of the incidents described. Cover is limited to £10,000,000 any one loss. The first £500 each and every loss is excluded; other than losses by a Primary School where the first £250 is excluded.
2.	Is 'Increased cost of working' the same as business interruption insurance?	We can confirm that the Business Interruption section of the RPA will cover Increased Cost of Working incurred by the school to maintain the provision of services either following damage covered by the Material Damage section of RPA or the extensions to the Business Interruption section (e.g. denial of access).
3.	Will the Business Interruption section of the RPA cover loss of income?	Cover under the RPA is in relation to Increased Cost of Working only; there is no cover for loss of revenue or loss of income.
4.	Does the RPA cover additional costs incurred to maintain the business during the first 48 hours following a material damage loss?	Yes, any claim will be subject to a Member Retention of £500 per claim (reducing to £250 for Primary Schools).

## Employers Liability

Question No.	Question	Response
1.	<p>The Employers' Liability (Compulsory Insurance) Act 1969 requires an employer to have at least a minimum level of insurance against any claims for incidents such as injuries as a result of an accident at work, or becoming ill as a result of work, etc.</p> <p>The RPA is not insurance.</p> <p>Can you confirm that the scheme is compliant with the requirement in law for companies such as schools to hold adequate employers' liability insurance?</p>	<p>Schools are exempt under the Employers' Liability (Compulsory Insurance) Act 1969 by virtue of the fact that the Secretary of State for Education has certified that any claim against the school from an employee of the school will be satisfied out of moneys provided by parliament.</p> <p>In practice claims (to the extent they are covered by the RPA) will be met by the RPA but as financial backing is provided by HM Treasury (as confirmed by the SoS for Education) schools that are relying on the RPA for Employers' Liability cover are compliant with the law.</p>
2.	<p>Please confirm that the school will receive a 'Certificate of Employers' Liability Insurance' as required by the Employers' Liability (Compulsory Insurance) Act 1969.</p>	<p>As schools are exempt under the Employers' Liability (Compulsory Insurance) Act 1969 they are not obliged to display an Employers' Liability Insurance Certificate. However on joining the RPA the Member will be provided with a Confirmation of RPA Membership which confirms the level of Employers Liability cover provided by the RPA. This document can be displayed by schools if they wish to.</p>
3.	<p>The RPA provides an indemnity to schools for costs and damages related to injury sustained by employees caused by exposure to asbestos but in relation to academies only for the period from which the academy became an academy and for all other schools, the five year period prior to joining. Further cover only applies to the extent that an indemnity is not provided to the school by an insurance policy. How will the RPA respond to claims for mesothelioma cases?</p>	<p>The Compensation Act 2006 expressly provides for damages for mesothelioma cases to be recoverable in full from any one employer or multiple defendants on a joint and several bases. Under the Compensation Act 2006, where a person has contracted mesothelioma as a result of their negligent exposure to asbestos, an employer shall be liable for the whole of the damage regardless of whether the person has been negligently exposed to asbestos by another employer or other responsible person. This does not prevent one employer or responsible person claiming a contribution from another employer or responsible person.</p> <p>The RPA is not insurance and as such will only provide an indemnity for the period stated in the RPA Membership Rules. Schools that receive a claim for mesothelioma will need to seek contributions from previous insurers and/or claimant's employers if the full value of the claim is being sought. If required further guidance can be sought from the Department for Education.</p>
4.	<p>We have a number of parents that are willing to volunteer their services to the school in their spare time; such services include activities such as gardening and painting fences. Are they covered?</p>	<p>The definition of 'Employee' under the RPA includes voluntary workers, as such volunteers will be covered in the same way as an employee of the school.</p> <p>The school will need to undertake risk assessments for the activity in question in the same way that it would for employees and pupils.</p>
5	<p>Does the RPA provide cover for students undertaking work experience at the Member school?</p>	<p>The definition of Employee includes 'Persons undertaking study or work experience'. The Member school's own students will also be covered as Employees whilst they are undertaking work experience within their home school.</p>

## Third Party Public Liability

Question No.	Question	Response
1.	What is the extent of third party liability cover provided for medical procedures?	<p>RPA will provide an indemnity if a Member becomes legally liable to pay for damages or compensation in respect of or arising out of personal injury occurring during the Membership Year within the Territorial Limits and in connection with the provision of medicines or medical procedures. Indemnity will also be provided to any member of staff (other than any doctor, surgeon or dentist while working in a professional capacity) who is providing support to pupils with medical conditions and has received sufficient and suitable training.</p> <p>Cover provided by the RPA will be subject to adherence with the statutory guidance on supporting pupils at school with medical conditions, December 2015, link below.</p> <p><a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/349435/Statutory_guidance_on_supporting_pupils_at_school_with_medical_conditions.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/349435/Statutory_guidance_on_supporting_pupils_at_school_with_medical_conditions.pdf</a></p>
2.	Does the RPA cover hirers of rooms within school premises?	<p>At the request of the school the RPA will provide an indemnity to any person or organisation to which the school has hired rooms where that person or organisation does not have and would not be expected to have public liability insurance.</p> <p>This would be up to the school to manage accordingly, for example, it would not be the intention of the RPA to provide indemnities to large groups or organisations who are hiring rooms or the premises that would typically purchase public liability insurance. The school should request from such groups evidence of their third party public liability insurance.</p>
3.	Does the RPA cover damage to neighbouring properties by trees on school land?	<p>The RPA will provide an indemnity to the school if the school is legally liable to pay compensation to a neighbour for damage caused to the neighbour's property.</p>
4.	To what extent will RPA cover liabilities attaching to the school that relate to the acts of third party contractors?	<p>The RPA will defend such a claim on behalf of the school and provide an indemnity to the school if the school is legally liable to pay compensation to a third party. If any other party, including third party contractors caused or contributed to the loss the RPA will seek to make a recovery (subrogate) against that party.</p> <p>Any third party contractor working on school premises or providing goods or services to the school should have in place adequate third party public (and if appropriate products) liability insurance cover and the school should seek evidence of such cover.</p> <p>Schools should check that the contractor's third party public liability insurance contains an 'indemnity to principal's' clause whereby the contractor's insurer will indemnify the school if a claim is brought against the school for which the contractor is legally liable.</p>
5.	Are visitors to school premises covered under the RPA	<p>The RPA will provide an indemnity to the school if the school is legally liable to pay damages or compensation in respect of personal injury or property damage to third parties who are visiting the school.</p>

Question No.	Question	Response
6.	<p>The RPA provides an indemnity to schools for costs and damages related to injury sustained by third parties caused by exposure to asbestos but in relation to academies only for the period from which the academy became an academy and for all other schools, the five year period prior to joining. Further cover only applies to the extent that an indemnity is not provided to the school by an insurance policy. How will the RPA respond to claims for mesothelioma cases?</p>	<p>The RPA will provide an indemnity to an academy for mesothelioma claims provided that :</p> <ol style="list-style-type: none"> <li>1. The claim relates to exposure occurring after the date the school became an Academy Trust</li> <li>2. An indemnity is not provided by an insurance policy</li> <li>3. The Academy had no knowledge of the claim prior to opting to join the RPA.</li> </ol> <p>The RPA will provide an indemnity to all other member schools for mesothelioma claims provided that :</p> <ol style="list-style-type: none"> <li>1. The claim relates to exposure occurring during the period of the school's membership of the RPA or five years prior to the school joining the RPA</li> <li>2. An indemnity is not provided by an insurance policy</li> <li>3. The school or local authority had no knowledge of the claim prior to opting to join the RPA</li> </ol>
7.	<p>Does the RPA provide third party public liability cover for pupils on work placements/experience?</p>	<p>RPA will provide an indemnity if a school is legally liable to pay compensation in the event of third party death/injury or third party property damage as a result of a pupil on work experience or placement. RPA does recommend that evidence of the employer's liability and third party public liability insurance held by the receiving employer is sought.</p> <p>Third party public liability cover will apply (to the extent the school is legally liable to pay compensation) if the schools own pupils are undertaking work experience within the Member school itself.</p>
8.	<p>A pupil wishes to undertake work experience with an employer who does not have Employers' Liability insurance. Will RPA provide cover?</p>	<p>The RPA will only provide an indemnity where the school is legally liable to pay compensation to the pupil. The RPA will not indemnify any legal liability attaching to the employer.</p> <p>All employers need employers' liability insurance unless they are exempt from the Employers' Liability (Compulsory Insurance) Act. The following employers are exempt:</p> <ol style="list-style-type: none"> <li>1. Most public organisations including government departments and agencies, local authorities, police authorities and nationalised industries;</li> <li>2. Health service bodies, including National Health Service trusts, health authorities, primary care trusts and Scottish health boards;</li> <li>3. Some other organisations which are financed through public funds, such as passenger transport executives and magistrates' courts committees;</li> <li>4. Family businesses, i.e. if all of the employees are closely related to the employer (as husband, wife, civil partner, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister). However, this exemption does not apply to family businesses which are incorporated as limited companies;</li> <li>5. Companies employing only their owner where that employee also owns 50%</li> </ol>

Question No.	Question	Response
		<p>or more of the issued share capital in the company</p> <p>If an employer is exempt the school should consider whether the receiving employer has the financial wherewithal to pay any compensation that the employer may become legally liable to pay.</p>
9.	Does the RPA cover gradual pollution/contamination?	Cover under the Third Party Public Liability section of the RPA is in relation to sudden and accidental pollution or contamination only. Insurance would need to be sought for gradual pollution/contamination risks.
10.	Does the RPA cover Tour Operator's Liability?	No, insurance cover will need to be sought if this is required.
11.	Our school has animals that are cared for by the pupils, does the third party public liability cover extend to this activity?	RPA will provide an indemnity if a school is legally liable to pay compensation in the event of third party death/injury or third party property damage caused by an animal that is owned by or under the control of the school.
12.	We are hiring a bouncy castle, are we covered?	The RPA will provide an indemnity if the school is legally liable to pay compensation for death/injury or third party property damage arising out of this activity. The RPA will not indemnify any other party to which a legal liability may attach (e.g. the owner of the bouncy castle). The school should seek confirmation of the owner's third party public liability insurance. The school should also undertake a risk assessment and adhere to any risk mitigation identified each time a bouncy castle is hired.
13.	Does the RPA include cover for drones?	<p>The RPA will provide cover under the Material Damage, Third Party Public Liability, Personal Accident and Employers Liability sections for drones that weigh less than 20kg and are not for commercial use.</p> <p>Cover is subject to the RPA Membership Rules (including the general risk management guidelines and applicable Member Retention per claim.</p> <p>A full risk assessment in respect of this activity is required ensuring that pilots of such devices are suitably trained and follow all relevant legislation as documented by the Civil Aviation Authority.</p>
14	Does the RPA include cover for school productions and performances (i.e. Christmas shows, pantomimes, musicals)?	As long as the event is ran directly by the school the applicable sections of the RPA (including Third Party Public Liability, Employers Liability, and Personal Accident) will respond subject to the terms and conditions of the Membership Rules.

## Governors Liability

Question No.	Question	Response
1.	Will Trustees be covered by the Governors Liability section of the RPA?	The Governors Liability section of the RPA will indemnify Governors, members of the governing body or board of governors of the school; Employees of the school acting in a managerial capacity and any employee named as a co-defendant in a claim made against a Governor.
2.	Will Directors and Trustees of a Multi Academy Trust be covered by the RPA?	Yes, RPA covers directors and trustees of an Academy Trust. Academy Trust is defined as “either a single academy trust or multi academy trust”.
3.	Where the existing Governors Liability insurance policy is on a claims made basis will the RPA provide a retrospective cover?	<p>The Governors Liability section of the RPA will provide retrospective cover.</p> <p>The RPA will provide an indemnity for losses made against an Academy Trust during the Membership Year unless:</p> <ol style="list-style-type: none"> <li>1. The cause of the loss occurred prior to the date of the signing of the funding agreement for the academy (the point the school became an academy)</li> <li>2. An indemnity is provided by an insurance policy</li> <li>3. The academy had prior knowledge of the incident giving rise to the loss before opting to join the RPA.</li> </ol> <p>The RPA will provide an indemnity for losses made against all other schools during the Membership Year unless:</p> <ol style="list-style-type: none"> <li>1. An indemnity is provided by an insurance policy</li> <li>2. The school had prior knowledge of before opting to join the RPA</li> </ol>
4.	Can you give a breakdown of costs for RPA? Our auditors have requested the cost for governors insurance as this is required for our annual accounts return.	<p>The Risk Protection Arrangement (RPA) is an alternative to insurance where UK government funds, cover losses that arise.</p> <p>Unfortunately we are unable to break down the overall £18 per pupil, therefore you will need to explain that you are a member of the RPA and are unable to disclose this amount.</p>
5.	The Governors Liability section of the RPA excludes claims arising out of, based upon or attributable to any personal injury or damage to property. Is there any cover for Governors if a claim is brought against them for injury or damage?	Yes If a claim for personal injury is brought by an employee of the school this will be dealt with under the Employers Liability section of the RPA. If a claim for injury or property damage is brought by a third party this will be dealt with under the Third Party Public Liability section of the RPA.

## Professional Indemnity

Question No.	Question	Response
1.	Where the existing Professional Indemnity insurance policy is on a "claims made" basis will the RPA provide retrospective cover?	<p>The Professional Indemnity section of the RPA will provide retrospective cover.</p> <p>The RPA will provide an indemnity for losses made against the Academy Trust during the Membership Year unless:</p> <ol style="list-style-type: none"> <li>1. The cause of the loss occurred prior to the date of the signing of the funding agreement for the relevant academy (the point the school became an academy)</li> <li>2. An indemnity is provided by an insurance policy</li> <li>3. The academy had prior knowledge of the incident giving rise to the loss before opting to join the RPA.</li> </ol> <p>The RPA will provide an indemnity for losses made against all other schools during the Membership Year unless:</p> <ol style="list-style-type: none"> <li>1. An indemnity is provided by an insurance policy</li> <li>2. The academy had prior knowledge of the incident giving rise to the loss before opting to join the RPA.</li> </ol>
2.	Will the RPA provide cover in circumstances where the Member is providing advice to other schools? Examples being HR, finance, IT and facilities management.	<p>Subject to the activity being a permitted activity of the Member, RPA will provide an indemnity to the school where the school is legally liable to pay compensation to another school due to actual or alleged breach of professional duty; libel, slander or defamation.</p>

## Personal Accident

Question No.	Question	Response
1.	Cover under the Personal Accident section is limited to £100,000 for death and permanent injury claims. What is the situation if a teacher's contract is based on the "Burgundy Book" and 5 times salary exceeds £100,000?	The benefit payable under RPA will be either £100,000 or an amount stipulated in the Burgundy Book or Green Book, whichever is higher.

## UK Travel

Question No.	Question	Response
1.	Will the RPA provide cover if a school trip within the UK is cancelled due to bad weather?	<p>The RPA will provide an indemnity if a school trip is cancelled as a direct and necessary result of any cause outside of the school's control.</p> <p>The RPA does not cover cancellation due to disinclination to travel. If a trip is cancelled because poor weather would make the trip less enjoyable then cover would not apply, however if the bad weather meant travel was dangerous or the venue being visited is damaged then cover would apply.</p>
2.	What 'journeys' are covered by RPA?	<p>"Journey" is defined as:</p> <ol style="list-style-type: none"> <li>1. A school trip, excursion or work experience placement which is related to education; authorised by the Member and involves travel outside of the school boundaries, or</li> <li>2. A trip by any Employee or Governor in connection with the Business; authorised by the Member and involves travel outside of the school boundaries.</li> </ol>
3.	Would the RPA indemnify losses if the school decides to cancel a trip due to a terrorist attack in the UK which occurs between the booking and the commencement of the trip?	<p>If the trip is cancelled due to the venue being visited being damaged in the attack or access to the venue denied due to damage in the surrounding area then the RPA would respond as cancellation would be outside the control of the school. However if the venue/access to the venue remains available and it is the school or individual pupil/parent that decides to cancel this would be deemed 'disinclination to travel' which is not covered by the RPA. If the school feels that it has a strong case for cancelling a trip in such circumstances this should be referred to the TPA who will liaise with the RPA Project Team to consider on a case by case basis whether costs can be reimbursed.</p>

## Overseas Travel

Question No.	Question	Answer
1	Do pre-existing medical conditions need to be notified to the RPA?	No, however please note that the RPA will not provide cover for medical expenses, repatriation costs, emergency travel or cancellation in circumstances where a person is travelling against medical advice or for the purpose of obtaining medical treatment or advice.
2.	Are there any specific conditions that need to be adhered to in relation to winter sports?	It is a condition of the cover that any person participating in winter sports will need to be supervised by persons with a reasonable standard of proficiency in the activity. Any person participating would also need to be appropriately trained and judged sufficiently proficient by a qualified instructor before commencing the activity and must wear appropriate safety helmets and equipment.
3.	Is there a cover summary document that we can provide to parents?	A cover note is available to all Members as part of the RPA annual Membership Pack. This cover note summarises the cover provided by the RPA, confirms the name of the Member school, Membership number and Membership Period as well as emergency contact details to notify claims.
4.	How will hospitalisation / repatriation costs be paid? Will the school have to pay upfront?	Hospitalisation/ repatriation / rescue and other claims involving significant amounts will be settled directly between the RPA Third Party Administrator and the hospital / transporting / rescue organisation. The RPA member will not be expected to fund these costs upfront and should liaise with the Third Party Administrator for assistance.
5.	In respect of overseas trips, are there an Emergency Medical and Urgent Incidents Assistance Helpline?	<p>Yes, please contact +44 203 475 5031 with the following information:</p> <ul style="list-style-type: none"> <li>• Your location and current situation</li> <li>• A description of what has happened/when/details of these affected</li> <li>• A description of exactly what assistance is needed</li> <li>• If real time translation is required, confirm which language is required</li> </ul>
6.	Is Personal Liability covered?	Yes, the RPA will provide cover up to £5,000,000 per person as per the RPA Membership Rules.
7.	Does the RPA include search and rescue by helicopter?	Cover is provided for search and rescue expenses that are necessarily incurred to conduct a search and rescue operation to locate a person reported as missing to the police or coastguard or other authority responsible for rescue services where it is believed that person is injured/ill or weather/safety conditions are such that it becomes necessary to do so to prevent that person

Question No.	Question	Answer
		from sustaining bodily injury or becoming ill.
8.	Is there cover in respect of trips that include residential and adventurous activities?	Cover would include residential trips and those including 'adventurous' activities subject to the RPA Membership Rules including the general risk management guidelines.
9.	Are there any limits on the cover provided for overseas medical treatment? If treatment is provided at an expensive foreign hospital will the cost be covered by the RPA?	The RPA will provide cover up to the £10,000,000 per person, an indemnity will not be provided for hospital treatment provided on an in-patient basis where the ill / injured person or their representative has not made all reasonable attempts to obtain the prior approval of the Third Party Administrator or obtained the consent of the Third Party Administrator at the earliest opportunity.
10.	As the RPA is not insurance, will hospitals/doctors refuse the RPA as guarantee of payment for large medical expenses?	The RPA Member will not be expected to fund the costs of large expenses in advance, the RPA Third Party Administrator will be in direct contact with the hospital/doctor therefore the RPA not being insurance will not be an issue.
11	We have a volunteer attending the school trip; will they require their own travel insurance whilst acting as a volunteer on this school trip?	Volunteers are included within the definition of 'Employee' and are therefore covered as such while conducting 'Business' activity of the school, this would include overseas trips by a Member.
12.	Would the RPA indemnify losses if the school decides to cancel a trip due to a terrorist attack in the country which occurs between the booking and the commencement of the trip?	If the trip is cancelled due to the venue being visited being damaged in the attack or access to the venue denied due to damage in the surrounding area then the RPA would respond as cancellation would be outside the control of the school. However if the venue/access to the venue remains available and it is the school or individual pupil/parent that decides to cancel this would be deemed 'disinclination to travel' which is not covered by the RPA. If the school feels that it has a strong case for cancelling a trip in such circumstances this should be referred to the TPA who will liaise with the RPA Project Team to consider on a case by case basis whether costs can be reimbursed.
13.	Does the RPA cover ex pupils attending school trips?	The RPA will provide cover under relevant sections in relation to pupils attending school trips in circumstances where they were pupils at the time of booking such trips. In other circumstances where pupils from other schools are attending such trips please refer to the RPA Helpdesk for further clarification.

## Legal Expenses

Question No.	Question	Response
1.	Will existing issues, e.g. an employment tribunal case, be covered by the RPA?	The RPA will not indemnify legal costs incurred in relation to incidents that occur prior to a school joining the RPA.
2.	The Employment Tribunal process requires claimants to refer to ACAS to establish if settlement can be reached without going to a full tribunal. Will the RPA reimburse costs incurred in reaching settlement through ACAS early conciliation?	<p>It is a condition of the RPA that in cases relating to performance and/or conduct the school has throughout the employment dispute followed the ACAS Code of Disciplinary and Grievance Procedures. If settlement is reached through ACAS early conciliation RPA will provide an indemnity for costs incurred.</p> <p>The indemnity available under the Legal Expenses section of the RPA is capped at £100,000 for all claims from a school in any one Membership Year.</p>
3.	Does the RPA provide a legal helpline?	<p>The RPA does not currently provide a legal helpline however there is a route to market with Crown Commercial Service (CCS) and Crescent Purchasing Consortium (CPC) for schools to obtain legal services via an EU compliant route.</p> <p>Member schools are not obliged to use this route and can select a provider of their own choosing if they already have an established relationship with legal advisers.</p>
4.	Will the RPA provide reimbursement for special severance payments?	No, special severance payments being payments to employees, contractors and others outside of normal statutory or contractual requirements are not reimbursable under the RPA.

## Cultural Assets

Question No.	Question	Answer
1.	What is the level of cover in respect of Cultural Assets?	<p>The RPA Administrator's Limit of Liability is £10,000 in relation to any one Cultural Asset and £250,000 any one loss of multiple Cultural Assets.</p> <p>The first £100 of each and every loss is payable by the Member other than:</p> <ul style="list-style-type: none"><li data-bbox="1240 475 2101 528">i. Losses by a Primary Schools where the Member Retention will be the first £50 of each and every loss</li><li data-bbox="1240 555 2136 639">ii. Where the incident giving rise to the loss also involves a claim under Section 1 (Material Damage) in such circumstances the Member Retention applicable to the Cultural Asset loss will be nil</li></ul>
2.	What is the definition of a Cultural Asset?	The definition of cultural asset under the RPA is as follows: a Work of Art, Collectable, Heritage Asset or Antique excluding a Work of Art, Collectable, Heritage Asset or Antique.
3.	When is a Cultural Asset covered as part of the building and therefore covered under the Material Damage section of the RPA?	A Cultural Asset that forms part of the Building structure or is permanently fixed to the Building would be included under the Material Damage section of the RPA.

## Claims

Question No.	Question	Response
1.	How do I notify the Third Party Administrator in relation to a claim?	<p>For urgent incidents please call 03300 585566, a sample of what an urgent incident could be is listed below:</p> <ul style="list-style-type: none"> <li>• Major injuries</li> <li>• Serious assaults</li> <li>• Fatality</li> <li>• Allegations or knowledge of abuse</li> <li>• Pollution incidents</li> <li>• Media involvement</li> <li>• <b>If you are in doubt whether something is serious</b></li> </ul> <p>If such an event occurs then please dial the main contact number above, the facility provides for 24/7/365 coverage.</p> <p>For all other incidents the online incident facility enables Members to access incident forms in a secure manner, meaning Members can notify new incidents 24 hours a day, 7 days a week.</p> <p><b>To access the portal please click the following link: <a href="http://www.rpaclaimforms.co.uk">www.rpaclaimforms.co.uk</a></b></p> <p>The Members Unique Reference Number (URN)/Membership Number and relevant contact details will be required to notify a claim.</p> <p>If help is needed in gaining access to the portal Members can call the TopMark Claims Management on 03300 585566.</p>
2.	What is the process if a claim against RPA is declined?	<p>The TPA will assess whether the claim is within the scope of the Rules.</p> <p>In the event that a claim is deemed not to be covered by the Rules, then it will be referred to the RPA Administrator for a decision on whether the claim is so covered.</p> <p>The TPA will reserve the position with the Member at the point of referral.</p> <p>The decision of the RPA Administrator will be communicated to the member by the TPA within 15 working days of referral to the TPA by the Member.</p> <p>Schools may request a review of the RPA Administrator's decision. If they wish to pursue this option then this should be put in writing via the TPA detailing the basis of the request for review.</p> <p>The TPA will notify the RPA Operations Director who will refer the matter to an independent senior civil servant for review.</p> <p>If the dispute remains unresolved between the school and the RPA Administrator the matter will be referred to a single arbitrator to be appointed by agreement between the parties or in default of agreement upon the application of either party to the President of the Chartered Institute of Arbitrators. The seat of the arbitration shall be England. The arbitration shall be governed by both the Arbitration Act 1996 and Rules as agreed</p>

Question No.	Question	Response
		between the parties.
3.	What is the process for making a complaint about the handling of a claim?	<p>In the event of a complaint by a school about the TPA's handling of a claim this is to be put in writing at first instance to the TPA.</p> <p>The TPA will acknowledge receipt of the complaint within 2 working days of receipt.</p> <p>The acknowledgement will identify the person dealing with the complaint, or advise to whom the complaint should be redirected, and advise the person making the complaint when they can expect to receive a response.</p> <p>The TPA will maintain a log of such complaints for the RPA administrator.</p> <p>The TPA will respond formally to any such complaint within 15 days of receipt.</p> <p>If there is any reason why these timescales cannot be met, this will be communicated to the complainant.</p> <p>The response will outline the findings and any action taken, for example, that an investigation has been carried out.</p> <p>Where a complaint remains unresolved at TPA branch management level, on written request of the Member it will be escalated to the Managing Director of the TPA in the final instance for review.</p> <p>The TPA will acknowledge the escalation to the school within 5 working days and a final written response will be delivered within 10 working days from the request for a review.</p> <p>If the school is not happy with the response to its complaint from the TPA, it should forward details in writing to the RPA Administrator.</p>
4.	Does the RPA have a rehabilitation facility to help support teachers get back to work more quickly?	Yes, rehabilitation facilities are available where rehabilitation may bring benefit through reduction in claims costs and in relation to accelerated recovery from injury.
5.	<p>How will the RPA deal with sensitive claims such as abuse, bullying, suicide, failure to educate?</p> <p>This will include issues such as reputation management, counselling and claims expertise.</p>	<p>The TPA will help a school to manage their reputation by engaging with them at every phase through and beyond the claims cycle.</p> <p>The TPA will not communicate with the media on claims issues unless the school and/or the RPA Administrator specifically require them to do so and in those cases only after full discussion and agreement with them as to content. The TPA will work with schools and/or the RPA Administrator around the content of any messaging.</p> <p>The TPA's operating model ensures that sensitive claims are identified within the triage phase. Such claims are managed exclusively by senior handlers to a strategic plan that has been agreed with the RPA Administrator.</p>
6.	Do schools need to report losses that are below the Member retention levels?	There is no requirement on schools to report losses below the Member Retention.
7.	Does the Member Retention apply to individual losses or can a number of losses be included as one claim?	The Member's Retention applies to each and every loss rather than an accumulation of losses arising from separate incidents. The only exception to this is under Section 1

Question No.	Question	Response
		<p>(Material Damage) and Section 2 (Business Interruption). Under these section the following circumstances would be deemed a single occurrence and therefore the Member retention only applied once;</p> <p>a) if more than one Earthquake or Storm should occur within any period of 72 hours sequential and commencing during the Membership Year or</p> <p>b) If any Flood occurs within a period of the continued rising or overflow and subsidence of any river or stream within the banks of such river or stream.</p> <p>If there is a material damage loss that includes cultural assets as well as general property the Member Retention applicable to the cultural asset claim is reduced to nil.</p>
8.	If an incident results in a claim under more than one section of the RPA (e.g. a material damage loss leading to an increased cost of working claim) would the Member retention apply to each section?	Yes the Member retention for each section being claimed under will be payable. However if there is a material damage loss that includes Cultural Assets as well as general property the Member Retention applicable to the Cultural Asset claim is reduced to nil.
9.	If my school has both primary and secondary pupils will the £250 or £500 Member retention apply?	A Member retention of £250 (£25 under the Money and Cultural Asset Sections) will only apply to schools that only provide primary education, the Member retention applicable to all other schools is £500 (£50 under the Money and Cultural Asset Sections). Please note the Member retention for subsidence claims under the Material Damage Section for all schools is £1,000.
10.	How much support will we receive if a major incident occurred?	<p>The TPA is an experienced claims handler and will provide the following when dealing with claims against the RPA: -</p> <p>In the event of an emergency, such as a serious fire, there are contact details available 24 hours a day, 365 days a year. If a loss adjuster is required to attend site at any time of day or night then this can be arranged immediately. In most cases the loss adjuster will be on site within 2 hours. The TPA on behalf of the RPA will ensure that the Member receives the support it needs when it needs it.</p> <p>Where serious incidents occur, the TPA must act quickly to ensure that they can protect the schools reputation, help the school to resume operations or simply to provide for the best early understanding of the claim.</p> <p>Examples of 'urgent incidents' would include:</p> <ul style="list-style-type: none"> <li>• Significant damage /or loss of property where operations are significantly affected</li> <li>• Major injuries</li> <li>• Serious assaults</li> <li>• Fatality</li> <li>• Allegations or knowledge of abuse</li> <li>• Pollution incidents</li> </ul>

Question No.	Question	Response
		<ul style="list-style-type: none"><li>• Media involvement</li></ul> <p>The TPA will: -</p> <ul style="list-style-type: none"><li>• Provide progress updates as necessary</li><li>• Ensure the school is paid quickly for compensation to which the school is entitled under the RPA</li><li>• Provide for suitable, experienced and sufficient staff to administer the claims handling</li><li>• Ensure that the performance and quality of the service is maintained to a sufficient standard</li><li>• Ensure that, in delivering their services to the RPA Members they avoid unnecessary business disruption and administrative burden</li><li>• Ensure that their written communications are clear, courteous, helpful and timely</li></ul>

## Funding and Joining Queries

Question No.	Question	Response
1.	Will the General Annual Grant (GAG) be increased in line with any additional costs associated with the RPA or will schools be required to meet that funding gap?	Opting in to the RPA means associated funds are removed at source.
2.	How will schools procure motor, travel and engineering cover and how will this be funded?	<p>Exclusions to the RPA will have to be met from existing funding there is no provision to provide additional funding to meet these exclusions.</p> <p>To support the RPA the Crescent Purchasing Consortium (CPC) has an EU compliant route to market for schools via RPA+ for the classes of insurance which fall outside of the RPA.</p> <p>Schools must make a judgement on which procurement route best meets their needs for the additional cover required.</p>
3.	Is the £18 per pupil cost for Full Time Equivalent (FTE) students? As an Alternative Provision Free School the actual number of pupils enrolled is a lot higher than the FTE.	For Alternative Provision Schools and free schools, EFSA use the place numbers for funding; this is how EFSA fund AP schools in general. The place numbers quoted on the AP allocation would be used to make the funding adjustment.
4.	Can a school that shares a site with another school that is not a member of the RPA join the RPA?	Yes, the RPA would cover loss or damage to the property that is designated for the use of the member school. In relation to a liability claim the RPA will indemnify damages or compensation the member school is liable to pay, as long as the incident giving rise to the claim relates to the operation / business of the member school.
5.	Is there a ring fenced fund and what happens if the allocated budget runs out of money?	The RPA has the backing of the Treasury therefore insufficient funds and delays in payment is not an issue
6.	Should schools pay any penalties to get out of the current long term agreements to enable them to opt into the RPA earlier?	The Department for Education is not encouraging any schools to break their long term agreements; however Schools should ensure renewal terms offered by insurers are in compliance with the terms of the agreement. Any changes to the terms proposed by insurers' means that the long term agreement is broken and the School is not obliged to renew.
7.	If the renewal dates for schools insurance programme are staggered what is the process for joining RPA?	The school should attempt to negotiate an extension in the periods of cover for all policy(s) that fall due for renewal earlier with a view to aligning the renewal dates to a single date. If this is not achievable the school should join the RPA with effect from the first date on which the insurance policy(s) fall due for renewal.
8.	How much notice is required to opt into the RPA?	Schools can opt in as late as the day before cover is required. However the EFSA recommend that opt in is made approximately one month before cover is required, so that adjustments can be made to funding in line with cover start date.
9..	How will the cost per pupil rate be adjusted if we opt in to the RPA midterm, i.e. not at the start of the academic year?	The total amount would be pro rata based upon the daily cost and spread evenly across the remaining months of the membership year.

## Risk Management

Question No.	Question	Response
1.	How can I gain access to the RPA risk management portal?	<p>To gain access to the RPA Risk Management Portal please email <a href="mailto:RMBLueSupport@willis.com">RMBLueSupport@willis.com</a> When your request has been processed you will receive a user name and a link to set up a password. You can then use both to access the portal.</p> <p>Please note your account will become dormant if you have not accessed the portal for six months. If your account has become dormant you will need to email <a href="mailto:RMBLueSupport@willis.com">RMBLueSupport@willis.com</a> again to have your account reactivated.</p>
2.	What is an asbestos survey and is one needed?	<p>An asbestos survey is an effective way to help organisations manage asbestos in their premises by providing accurate information about the location, amount and type of any asbestos-containing materials (ACMs). While not a legal requirement, it is good practice and recommended that a school arranges a survey if it suspects there are ACMs in the premises. A school can then be absolutely sure whether asbestos is present or not.</p> <p>Alternatively, a school should choose to presume there is asbestos in its premises and take all appropriate precautions for any work that takes place.</p>
3.	What is Portable Appliance Testing?	<p>Portable appliance testing (PAT) is the term used to describe the examination of electrical appliances and equipment to ensure they are safe to use. Testing should include both a visual examination and testing. Some types of defect are not visible and can only be found by testing; some types of electrical safety defect can't be detected by testing alone.</p>
4.	Do portable electrical appliances need to be tested every year?	<p>The Electricity at Work Regulations 1989 require that any electrical equipment that has the potential to cause injury is maintained in a safe condition. However, the Regulations do not specify what needs to be done, by whom or how frequently (i.e. they don't make inspection or testing of electrical appliances a legal requirement, nor do they make it a legal requirement to undertake this annually).</p> <p>It is however good practice and recommended that portable appliance testing is undertaken by schools on an annual basis.</p>
5.	How many first aiders are required?	<p>There are no hard and fast rules on exact numbers that will be required. A school will need to undertake a first-aid needs assessment and as part of this assessment will need to take into account all the relevant circumstances of its particular organisation.</p>
6.	How is a Health & Safety Risk Assessment undertaken?	<p>To do a risk assessment, a school will need to understand what, within its business, might cause harm to people and will need to decide whether it is doing enough to prevent that harm. The school will need to identify and prioritise putting in place, appropriate and sensible control measures to address the risks that are identified.</p> <p>The Risk Assessment should:</p>

Question No.	Question	Response
		<ul style="list-style-type: none"> <li>• identify what can harm people in the organisation</li> <li>• identify who might be harmed and how</li> <li>• evaluate the risks and set appropriate controls, taking into account the controls already in place</li> </ul> <p>The Risk Assessment should be recorded, reviewed and updated periodically.</p>
7.	What should be included in a health and safety policy?	<p>Most businesses set out their policy in three sections:</p> <ul style="list-style-type: none"> <li>• The statement of general policy on health and safety at work sets out an organisation's commitment to managing health and safety effectively, and what it wants to achieve</li> <li>• The responsibility section sets out who within the organisation is responsible for specific actions</li> <li>• The arrangements section contains the detail of what an organisation is going to do in practice to achieve the aims set out in the statement of health and safety policy</li> </ul>
8.	Who needs to be appointed as a school's Competent Person?	<p>As an employer, a school must appoint someone competent to help it meet its health and safety duties. A competent person is someone with the necessary skills, knowledge and experience to manage health and safety within the school which will include an understanding of the risks within the school. The appointed Competent Person does not need to be from within the school but can be from outside the organisation if they have the necessary skill, knowledge and experience.</p>
9.	How are serious incidents related to personal injury or death reported to the enforcing authorities?	<p>All incidents can be reported online but a telephone service remains for reporting fatal and major injuries only - call the Incident Contact Centre on 0845 300 9923 (opening hours Monday to Friday 8.30 am to 5 pm).</p>
10.	How should a Legionella Risk Assessment be undertaken?	<p>The purpose of carrying out a risk assessment is to identify and assess any risks in the school's water system. The responsible person should understand the school's water systems and any associated equipment, in order to conclude whether the system is likely to create a risk from exposure to legionella. The Risk Assessment should be able to identify whether:</p> <ul style="list-style-type: none"> <li>• water is stored or re-circulated as part of the system</li> <li>• the water temperature in some or all parts of the system is between 20–45 °C</li> <li>• there are sources of nutrients such as rust, sludge, scale and organic matters</li> <li>• conditions are present to encourage bacteria to multiply</li> <li>• it is possible for water droplets to be produced and, if so, whether they could be dispersed over a wide area, e.g. showers and aerosols from cooling towers</li> <li>• it is likely that any employees, pupils or visitors are more susceptible to infection</li> </ul>

Question No.	Question	Response
		due to age, illness, a weakened immune system etc. and whether they could be exposed to any contaminated water droplets.
11.	Is there any legal requirement to carry out a fire risk assessment?	A school must ensure that a fire risk assessment is carried out that covers all areas and activities within the premises. The fire risk assessment must be undertaken by someone who is technically competent – this usually means outsourcing the task to a third party specialist. When choosing a fire risk assessor, a school should consider using one who is registered with the Institution of Fire Engineers as a means of checking competence, and to ensure they have experience of undertaking fire risk assessments in schools.
12.	Are there any minimum requirements in relation to security or fire precautions or lightning protection?	<p>No there are no specific minimum requirements within the RPA with regards to risk management or mitigation. There is a general requirement that a school maintains a minimum standard of risk management which includes:</p> <ul style="list-style-type: none"> <li>• maintaining the property in a satisfactory state of repair</li> <li>• taking all reasonable precautions for the safety of property</li> <li>• taking all reasonable precautions to prevent loss, destruction, damage, accident or injury</li> <li>• undertaking reasonable checks when employing members of staff</li> <li>• setting and maintaining systems for the protection of property, employees, pupils and third parties</li> <li>• compliance with the laws of England and Wales</li> </ul> <p>In relation to fire protection specifically the school will need to undertake a suitable and sufficient fire risk assessment in line with the Fire Safety Order 2005.</p>
13.	How do we gain access to the E-Learning Risk Management platform?	For access to the E-Learning platform please email <a href="mailto:RPAAAdvice@willistowerswatsonsecure.com">RPAAAdvice@willistowerswatsonsecure.com</a> and joining instructions can be provided.

## Risk Management Audits

Question No.	Question	Response
1.	Why is the RPA undertaking risk management audits?	<p>One of the core purposes of the RPA is to promote good risk management throughout schools. The purpose of the audit is threefold; identify areas where there is room for improvement in risk; identify issues where support can be provided via training and workshops; identify best practice examples that can be shared with other RPA Members.</p> <p>In addition to the financial impact of a claim, whether made against the RPA or a commercial insurance policy, other impacts will not be covered, e.g. damage to reputation, fines, penalties and the administrative burden of having to deal with incidents.</p> <p>Overall improvement in risk management will have a positive impact for all Members in terms of reducing the likelihood of claims made against the RPA which in turn will have a positive impact on the cost of joining the RPA and/or cover provided.</p>
2	If a school is part of a Multi Academy Trust (MAT) will the MAT or the school be responsible for compliance with any risk improvement recommendations or requirements?	<p>The audit will be carried out at individual schools; the school being audited will receive a copy of the report and will be expected to provide updates to RPA to demonstrate reasonable risk management improvements. Where a school is part of a MAT, copies of the report can be provided to the MAT. In addition, where a MAT has its own risk management processes/protocols, the audit can be tailored to take assurance from existing processes in place, test compliance to make sure controls identified are operating as intended and make any recommendations for improvements.</p>
3.	How will RPA ensure that Member provide updates on progress towards risk improvements?	<p>When the report is issued, the Member will be provided with on-line access to the risk management portal to enable updates on risk management improvements. If a Member does not register progress on the portal, the auditor will chase via email and telephone calls. This methodology has resulted in positive and comprehensive responses.</p>
4.	Will there be any penalties for Members that do not take any action in response to a risk improvement recommendation or requirement?	<p>When chasing an update on progress, the auditor will always try to establish if there is a valid reason why the Member has been unable to implement or show progress toward risk improvements at that time and will work with the Member to agree appropriate timescales. Where significant risk is identified (e.g. a breach in legislation or insufficient process to maintain the health, safety or welfare of individuals), the Member could face prosecution or fines from bodies such as HSE. If the Member is made aware of a breach and fails to act fines imposed by a court could be greater as the degree of negligence may be deemed to be higher if the Member choose to ignore a known risk exposure. Fines and penalties are not covered by the RPA.</p> <p>In circumstances where a Member fails to act on improvement recommendations in such serious cases, the auditor may need to escalate such concerns to the RPA Administrator for further consideration.</p>
5.	Will there be a charge to Members for the audit?	<p>No. The audit is free of charge to RPA Members.</p>
6.	Is compliance with the risk improvements identified during an audit mandatory?	<p>Any risk improvements identified during the audit will be discussed between the auditor and the Member at the time of the audit. The Member will be aware of any such risk improvements prior to receipt of the report. Other than improvements that are required to comply with legislation, if a</p>

Question No.	Question	Response
		Member considers a risk improvement to be unreasonable there is an opportunity to discuss with the auditor with a view to agreeing scope and timescales. If agreement cannot be reached, the issue will be escalated to the RPA Administrator for consideration.
7.	Will there be any additional capital funding for risk improvements?	No automatic funding will be made available; if additional funding is required this can be applied for from the EFSA, for example the Condition Improvement Fund.
8.	Will a RPA claim be declined if a risk improvement has not been complied with?	A claim will not automatically be declined if a risk improvement has not been implemented within the set timescales; however the issue, will by that point, have been referred to the RPA Administrator for consideration of any lessons learned. It should be noted that the RPA does not provide cover for fines or penalties (including HSE Fees for Intervention), therefore, if the risk improvement in question relates to a breach in legislation there may be additional costs associated with the loss that will not be covered by RPA. Fines imposed by a court may be higher due the Member being aware of the breach and not acting on it.
9.	If a risk improvement involves changes to the fabric of the building how will the consent of interested parties (e.g. trustees, landlords) be obtained?	It will be for the Member to manage appropriate consents. At the time of booking the audit, the Member will be asked to confirm whether any other party should be provided with a copy of the report. This can include interested parties such as property owners or trustees.