

NYCC RPA Cover Questions

General

1. Can the RPA give an indication of what the price per pupil will be from 1st April 2021 please?

RPA Response = the price per pupil with effect from 1st April 2021 will be £19.00.

2. How will the RPA liaise and work with parts of the Council such Insurance and Risk Management, Health & Safety Risk Management, Legal Service, Property, HR, Children & Young People's Services, safeguarding etc., in order to prevent losses/claims and to support schools when a claim etc. occurs? As this could have an impact on other staff and settings.

RPA Response = All member schools will have access to risk management support services.

These include:

- A Risk Management portal including guidance documents, best practice examples, bulletins and workshop recordings
- E Learning modules covering topics such as Risk Assessment, Policy, Monitoring, Servicing/Statutory Inspections, Fire and Legionella. Other topics will be added.
- Health and Safety audits for a proportion of members
- Free to attend workshops (currently being delivered remotely)

RPA claims support includes a dedicated portal for claim notification, appointed loss adjusters, legal advisers and rehabilitation facilities. 24 hour, 365-day contact details are available in the event of a catastrophic event. If required by the local authority and member school, the local authority will be able to notify claims to the RPA on behalf of the member school. The local authority will receive monthly reports of claims submitted by its schools (reports will only be issued if claims are made).

NYCC Response: Although this question has not been answered by the RPA, we have included the Risk Management information for schools and will take this matter further with the RPA to clarify the position.

3. If the school wishes to use the Council's Insurance and Risk Management services, is it possible for the Council's insurance services to access/liaise with RPA directly on behalf of the school in respect of cover and claims?

RPA Response = If required by the local authority and member school, the local authority will be able to notify claims to the RPA on behalf of the member school. The local authority will receive monthly reports of claims submitted by its schools (reports will only be issued if claims are made).

If required by the local authority and member school, the local authority will be able to contact the RPA cover helpdesk to ask questions regarding the cover provided by the RPA.

NYCC Response: NYCC's Insurance and Risk Management Service has produced a package for schools which will provide this support in terms of advice and management, but with the cover in place with the RPA.

4. The RPA rules list the key pieces of legislation that the school must comply with together with other conditions. If they don't and there is a Liability or a property claim, will this still be covered? The school will still have been negligent and potentially liable. Failure to comply with regulations would normally mean a breach, which could lead to a legal liability and the need for insurance to respond.

RPA Response = Compliance with applicable legislation is not a requirement of the RPA but a requirement of the law. RPA cover will still apply however if a member is prosecuted for non-compliance of legislation the RPA will not provide an indemnity for any fines or penalties that may be imposed. If the member is prosecuted by the HSE, the RPA will not indemnify the HSE Fees For Intervention.

5. If a school does not maintain the building adequately and there is a property or liability loss, will the claim be covered and the Council indemnified?

RPA Response = RPA cover will still apply however if a member is prosecuted for non-compliance of legislation the RPA will not provide an indemnity for any fines or penalties that may be imposed. If the member is prosecuted by the HSE, the RPA will not indemnify the HSE Fees For Intervention.

PFI Schools

6. How are PFI schools covered by the RPA?

RPA Response = The cover provided for PFI schools will be the same as any other school. The only exception being loss or damage to property that is the subject of the PFI contract and required to be insured by the PFI contractor. Whilst the RPA will not be providing cover for such property, the RPA will provide cover for any property (e.g. contents) that is owned by or the responsibility of the member. RPA cover includes reimbursement for any excess that is applicable to the PFI required insurances and for which the school is liable to pay.

Voluntary Aided and Foundation Schools

1. Will the RPA cover the Voluntary Aided Schools under Employer's Liability and Third Party Liability for both Educational activities and Diocese/non-educational activities? In the past Voluntary Aided Schools have had to insure these responsibilities separately, will this all now be covered under the one RPA policy?

RPA Response = The RPA will provide cover for any activity in which a member school may engage and that is related to the Business of the member school. This can include non-educational activities undertaken directly by the member school (if the activity is a permitted activity). Separate insurance cover for Diocese non-educational activities is required.

2. In the past the DfE has advised that Voluntary Aided Schools need only insure for 10% of the value of the buildings, with capital grants being available to meet the 90% balance. The Council did not believe that there would be sufficient funds in the Capital Grant to meet a serious loss and in light of this, insured 90% of the reinstatement value of Voluntary Aided School buildings under the Buildings Insurance part of the County Insurance Scheme. In addition, certain elements of the school buildings (revenue items) and contents are the responsibility of the Council.

- The wording for Voluntary Aided Schools and Foundation Schools does not seem to recognise the Local Authorities responsibility for these elements. Can this be corrected?
- Does the RPA cover all elements of VA School responsibility (Capital and Revenue), so that VA schools do not need dual insurance to cover both of these elements in the future?

RPA Response = The RPA does not require property schedules or values. In the event of a loss that is covered by the RPA, the RPA will indemnify the member school with the cost of repair or reinstatement of the property that they own or are responsible for (this will include property owned by the local authority that is used for the member school's Business). The RPA will only provide an indemnity to the member school, therefore if another party is responsible for any property, or portion of property, that party will need to make its own cover arrangements. The RPA does not provide cover for loss of revenue. The Business Interruption Section provides cover for increased cost of working required to maintain the business of running the member school following a claim under the material damage section.

If we understand the situation correctly, RPA will indemnify the member school with the cost of repair or reinstatement of the property that they own or are responsible for. This will include property owned by the local authority that is used for the member school's Business. Will it also include property owned by the Diocese that is used for the member school's Business? Therefore, will voluntary aided schools be able to stop the additional insurance that they have through the Diocese, once the relevant LTA expires?

RPA Response = Your understanding as set out in the first paragraph is correct. The RPA can also provide cover for property that is owned by the diocese but used solely for the business of the school. If the property has mixed use (school and diocese) the diocese will need to make its own cover arrangements.

NYCC Response: The RPA has clarified that the cover will apply to school buildings that the school own or are responsible for, including property owned by the Diocese and used solely for the business of the school. But not to properties are the responsibility of another party or have mixed use with another party, including the Diocese. We recommend that Voluntary Aided Schools check with their respective Diocese to see if they still need to continue with their separate insurance arrangement. It may be that the Diocese are content that the RPA covers all responsibilities, but it also may be that they are unable to cancel the separate insurances immediately due to Long Term Agreements with the insurers.

Activities

1. Please clarify whether the RPA will cover schools for the following activities:
 - Firework displays
 - School Fairs and other fund raising activities such as car boot sales and sponsored events
 - Bouncy Castles
 - Forest Schools
 - Sleepovers
 - Mountain Biking Clubs
 - Schools Liability for the landing of helicopters (e.g. air ambulance)
 - Boarding of pupils, which is particular to one school

- School Farms and keeping of animals and production of eggs
- Crafting and selling of goods, particularly for Special Schools

RPA Response = The RPA provides cover for any activity in which the member school may engage. As long as the activity is a permitted activity of the member school then the RPA will provide cover.

The RPA indemnity will only apply to the member school, the RPA will indemnity will not apply to any third party organisations that may be involved in the activities noted above. If there are any such organisations involved, the school will need to ensure that such organisations have in place third party public liability insurance with an appropriate limit of indemnity.

For any activity that the school engages in, the school will need to undertake sufficient and appropriate risk assessments.

2. How does the RPA cover apply in respect of school sports/leisure Centres?
 - Will the RPA cover Leisure/Sports Centres operated by the school?
 - Will the RPA cover Synthetic Pitches/ Multi Use Games Areas when utilised by the school and hired-out to individuals and organisations?
 - Will the RPA cover schools for sports facilities, which have a joint use agreement with another provider (e.g. Borough Council) during out of school hours?

RPA Response = The RPA provides cover for any activity in which the member school may engage, this would include school sports and leisure centres. As long as the activity is a permitted activity of the member school then the RPA will provide cover.

The RPA indemnity will only apply to the member school, the RPA will indemnity will not apply to any third party organisations that may be involved in the activities noted above. If there are any such organisations involved, the school will need to ensure that such organisations have in place third party public liability insurance with an appropriate limit of indemnity.

For any activity that the school engages in, the school will need to undertake sufficient and appropriate risk assessments.

3. The following are included under RPA Membership Rules for VA Schools and Foundation School's and Voluntary Controlled Schools (but not the Rules for Community Schools):

Definition of 4 Business, a Paragraph which states the following:

“at the request of the Member and subject to the approval of the RPA Administrator any activity of a Company which is related to the Business of the Member and has been approved by the RPA Administrator”

Third Party Public Liability Exclusion 8 states:

“arsing from or out of an activity of a Company where the activity is not related to the Business of the Member and has not been approved by the RPA Administrator. “

What business and information does the RPA expect?

RPA Response = This paragraph applies to all three versions of the RPA Membership Rules for LAMS. The RPA will provide cover for activities of a Company approved by the RPA Administrator. A Company is defined as “A company set up by the Member under section 11 of the Education Act 2002.” The RPA Administrator will need:

1. Confirmation that the organisation the member school is seeking RPA cover meets the definition of “Company”
 2. The activity of the Company
 3. Confirmation that the Company is exempt under the Employers Liability (Compulsory Insurance) Act 1969. (The RPA is not insurance and if a Company is legally required to have in place Employers Liability Insurance, the Company will need to take out an Employers Liability Insurance policy.)
4. It is noted that the RPA will cover Pre-schools/Nurseries operated by schools; will schools need to declare the additional pupils in order for the cover to operate?

RPA Response = We assume that the nursery / pre-school children are included in the your census pupil numbers? Nursery / pre-school children are charged at the current rate of £18 per full time equivalent pupil (increasing to £19 per FTE pupil with effect from 1st April 2021). For most nurseries / pre-schools they will have far more pupils attending but for less than a full day, so it is calculated on full time equivalence.

Liability

1. Who covers the loss in the event that a NYCC employee in the course of their employment (not employed at the school) injures themselves at a school premises? At present, this claim would be an Employer’s Liability claim under the Council’s insurance policy, which has a much higher duty of care. If the school has caused the injury e.g. defective premises, would RPA treat this as a Public Liability claim, which requires a lower duty of care?

RPA Response = Where such a claim is covered will depend on the circumstances of the incident and the party legally liable for the death / injury. If a claim is brought against the school from someone that is not employed by the school, this will be dealt with as public liability claim. The RPA will indemnify the member school for defence costs and any damages / compensation that the member school is legally liable to pay. If the claim is brought against the local authority, the local authority will need to make a claim under their own insurance arrangements.

We note the RPA’s response. How would the RPA regard caretakers and school cooks etc. who are employed by NYCC, but their main place of work is at the school and the member school may be requesting the cook/caretaker to undertake certain functions? Obviously, NYCC employs school staff, including cooks/caretakers etc.

RPA Response = if an employee has their contract of employment with the local authority but they are employed to work at the school on a permanent basis, such employees would be deemed ‘employees’ of the school and would be covered as employees under the RPA.

2. In the event of an HSE prosecution, the Council as well as the school is likely to be the defendant for a maintained school, would the Council benefit from the RPA policy in terms of defence costs and reputational risk etc.?

RPA Response = The Health and Safety at Work Act extensions under both the Employers and Third Party Liability Sections of the RPA will indemnify the member school in respect of legal fees and expenses incurred with the RPA Administrator’s written consent. It will also indemnify any prosecution costs awarded in respect of the defence of any criminal proceedings brought against the member school or local authority for an offence occurring during the Membership Year

under the Health & Safety at Work Act 1974 or similar or amending legislation arising from the business. The RPA will also indemnify the costs of an appeal against a conviction.

The RPA will not provide an indemnity for any fines or penalties, including HSE Fees For Intervention.

The RPA does not provide cover for loss of reputation.

3. Does the RPA cover Employer's Liability by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 in respect of bodily injury? If so, at what point does cover start to operate, claims occurring or claims made?

RPA Response = Bodily Injury under the RPA means "bodily injury, death, disease or illness which shall include mental anguish and or shock." If the member school is legally liable for Bodily Injury to an employee because of TUPE, the RPA will provide an indemnity to the member school for defence costs and compensation / damages that the member school may be legally liable to pay for Bodily Injury.

4. Under the RPA, the Employer's Liability policy Asbestos cover is claims made during the membership year and which occurred at a time 5 years before the commencement of the Membership.
 - This is contrary to most EL policies that provide cover from the date of inhalation. If schools choose to change cover in the future, then this will create a gap in insurance. How will the RPA manage this?
 - If the asbestos inhalation has been taking place over time and includes a period when the RPA cover is in place, will the RPA pay their pro rata share of the claim?

RPA Response = 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.

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.

NYCC Response: Employer's Liability claims for asbestos inhalation that takes place before 1st April 2021, will be considered by NYCC's Liability insurers and will liaise with the RPA where necessary. Whilst schools are covered with the RPA this is fine, but if schools choose to opt out, retrospective cover would need to be considered.

5. Under the RPA, the Third Party Public Liability policy Abuse cover is claims made during the membership year. This is contrary to most PL policies that provide cover from the date the incident occurred.
 - If schools choose to change cover in the future, then this will create a gap in insurance. How will the RPA manage this?
 - If the abuse has been taking place over time and includes a period when the RPA cover is in place, will the RPA pay their pro rata share of the claim?

RPA Response = the cover for Abuse under the RPA operates on a claims made basis. The RPA will provide an indemnity for claims arising from Abuse that are made during the Membership Period or a period of five years prior to the member school joining the RPA (other than claims which the school or local authority had knowledge before opting to join the RPA or where an indemnity is provided by an insurance policy).

NYCC Response: Whilst schools are covered with the RPA this is fine, but if schools choose to opt out of the RPA in the future, retrospective cover would need to be considered.

6. We note that there is a Medical Procedures extension. What is the expectation of the schools in terms of provision of information e.g. Healthcare Plans? Currently the schools provide Healthcare Plans to the Council, does the RPA expect to receive these for approval?

RPA Response = RPA cover is subject to the member school and local authority complying with the statutory guidance on supporting pupils at school with medical conditions, December 2015 or similar amending statutory guidance. There is no requirement to submit Healthcare Plans to the RPA.

7. Why is the Local Authority included under Indemnity to Others under the Employer's Liability cover, but not the Third Party Public Liability cover?

RPA Response = The Employers Liability section of the RPA provides an indemnity to the member school:

1. for all sums that the Member or the Local Authority shall become legally liable to pay:
 - i) in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment with the Member caused during the Membership Year in connection with the Business within the Territorial Limits and
 - ii) in respect of claimants' costs and expenses in connection therewith
 2. in respect of:
 - i) the Member's or the Local Authority's costs of legal representation at:
 - a) any coroner's inquest or inquiry in respect of any death
 - b) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under clause 1 i) above:
 - i) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 1 i) above
- incurred with the prior written consent of the RPA Administrator.

The Third Party Public Liability section provides an indemnity to the member school:

1. for all sums that the Member or the Local Authority shall become legally liable to pay for damages or compensation in respect of or arising out of:
 - i) Personal Injury
 - ii) property damage
 - iii) nuisance, trespass or interference with any easement right of air, light, water or way occurring during the Membership Year within the Territorial Limits in connection with the Business.
2. against legal liability for claimants costs and expenses in connection with clause 1 above or in connection with any relevant Extension of this Section.
3. in respect of:
 - i) the Member's costs of legal representation at:
 - a) any coroner's inquest or inquiry in respect of any death

- b) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under clause 1 above or any relevant Extension of this Section
- ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 1 above or any relevant Extension of this Section incurred with the prior written consent of the RPA Administrator

The indemnity to others section only applies to legal or personal representatives, etc. of the member school. The indemnity applies if the member school would be indemnified under the relevant section; there is therefore no need to note specifically claims against the Local Authority under the Employers Liability section. This will be clarified in the next iteration of the RPA Membership Rules.

8. Will the RPA cover costs incurred by Council staff for Court Attendance or only schools employees?

RPA Response = The RPA provides compensation for Court Attendance by any Governor or Employee of the member school.

The definition of Employee includes “Any person under a contract or service or apprenticeship with a Member or local authority in connection with the Business”.

9. Will the RPA cover the testing of pupils for Covid-19 when the testing is undertaken by and under the supervision of school employees?

RPA Response = The RPA will indemnify the member school in the event a claim is brought by a third party (including pupils) or employees for death / injury or damage to third party property as a result of the school undertaking rapid tests. Cover is subject to the usual RPA Membership Rules and its terms, conditions and limitations. The indemnity will include defence costs and any damages / compensation that the member school is legally liable to pay to the claimant. The RPA will not provide an indemnity to any other party (e.g. the supplier of the tests) in the event that the other party incurs a legal liability. It is a requirement that risk assessments are undertaken, recorded and adhered to.

Property

1. Is cover provided in respect of the following?

- Outside play equipment and play surfaces
- Insurance of leased items such as photocopiers
- Insurance of equipment provided to school/pupils for curriculum purposes at school and home such as laptops and tablets
- Insurance of equipment for SEND pupils such as sensory and hearing equipment to use at school and at home. This equipment is provided by the Council to the school and pupil, but it is upto the school to insure the equipment.

RPA Response = The RPA provides cover for any property that the member school owns or is responsible for (e.g. via a lease or hire agreement). Cover is “all risks” by any cause not excluded. Each and every claim is subject to the member schools usual member Retention (£250 for primary schools and £500 for all other schools). Please note in particular the exclusions applicable to moveable property in the open (cover for wind rain, hail, sleet, snow, flood, sand, dust or freezing is excluded) and theft (cover excludes theft by any person lawfully on the premises). Please note that the RPA is not insurance, if any hire or lease agreement requires the

member school to take out insurance the school will need to agree with the owner that cover is to be provided by the RPA rather than an insurance policy.

2. How does the RPA reflect the interests of the landlord, where school buildings are leased by the Council/School?

RPA Response = The RPA will provide cover for damage to property not owned by the member school but for which the member school is responsible for such costs by way of a lease or hire agreement entered into by the member school. The interests of other parties in respect of such property will be taken into account by the RPA Administrator and the member school undertakes, if required, to declare to the RPA Administrator the names of such parties and the nature and extent of their interests at the time of any loss.

3. We note that the cost of the removal of asbestos unless removal is a necessity following damage is excluded. Are the replacement or cleaning of items that are contaminated by asbestos (such as ICT equipment and school contents) covered?

RPA Response = If items belonging to or the responsibility of the member school are contaminated with asbestos as a result of Damage (as defined within the RPA Membership Rules) the RPA will indemnify the cost or cleaning or replacement.

4. We note that Construction work at existing premises is limited to £250,000. When contract works take place on an existing building, contract conditions often ask the school as Employer to insure the works as they are already insuring the building. This cover is normally provided by the Property insurers, how do schools insure works over £250,000, when their property insurers refuse to cover this? Or will the RPA offer this cover for additional premium?

RPA response = 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.

Please note 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).

In relation to the contract works the school can either:

1. Rely on the cover provided by the RPA (up to £250,000 any one claim);
2. Take out commercial insurance for the full value of the works;
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.

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 by the RPA and to the extent the contractor is liable.

NYCC Response: This is not ideal and schools will need to contact NYCC's Insurance and Risk Management Service to seek to arrange commercial insurance when necessary.

5. Will existing properties still be covered under the Material Damage Section, if contract works exceed the £250,000 limit?

RPA Response = RPA will continue to provide cover for existing structures during refurbishment works, regardless of the value of the works. However in the event damage is caused by the contractor RPA will look to make a recovery from the contractor any claim payments made by the RPA and to the extent the contractor is liable. RPA cannot provide 'joint names' cover or waive subrogation rights against contractors. 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.

NYCC Response: Schools will need to discuss this with their contractor and ensure this is reflected in the contract conditions.

Business Interruption

1. There does not seem to be any reference to the Local Authority under Business Interruption. In the event of a loss of a building, it is the Local Authority's responsibility to ensure that pupils are educated. Will the Council have a say in the property claim and have access to the Business Interruption cover to pay for finding alternative accommodation? Are Local Authorities covered or do we need to consider obtaining contingency cover?

RPA response = It is recognised that the local authority will have some responsibilities in relation to the schools they maintain but are members of the RPA. The Business Interruption Section provides cover for increased cost of working required to maintain the business of running the member school following a claim under the material damage section. There is a limit any one loss, of £10,000,000 with an indemnity period of 36 months. The RPA will indemnify the increased costs of working incurred, following a material damage loss, to maintain the business of the member school.

Reinstatement or replacement of property covered by the RPA will only be with the consent of the local authority, where the property is owned by the local authority.

2. What do schools do if they have longer reinstatement periods than 36 months? Some schools in North Yorkshire have reinstatement periods of 48 months. Can this period be extended by some schools?

RPA Response = The RPA is unable to offer indemnity periods in excess of 36 months.

3. Will the RPA extend the Business Interruption cover to include Loss of Revenue insurance for schools that rely on the income from commercial services, such as sports facilities?

RPA Response = The RPA is unable to offer loss of revenue cover.

NYCC Response: If NYCC is not insuring the building, then we will be unable to arrange Loss of Revenue insurance.

School Journey/Business Travel for Staff

1. In the event that a school joins the RPA on 1st April 2021:
 - Will a claim for cancellation be covered, if the trip is booked before the 1st April 2021, but a cancellation event occurs after 1st April 2021?

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

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

Since 12th March 2020, the Department for Education has advised schools members against taking overseas trips or UK trips that involve an overnight stay. The RPA is unable at this time to confirm that any such trip booked after the 12th March 2020 will be covered while either FCO advice on travel or DfE advice on school trips would not permit it. We will update this guidance as the situation changes.

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

This response appears to be in respect of Covid-19. Please clarify that if a trip is booked before 1st April 2021, but takes place after 1st April 2021 and has been cancelled due to a non-Covid 19 incident after 1st April 2021 will this be covered?

RPA Response = You are correct, the RPA cannot confirm cover at this time in relation to any cancellation that is due to COVID. Further the RPA cannot confirm cover at this time for cancellation due to DfE advice against school trips extending beyond Easter 2021 (whether COVID related or otherwise). The RPA will not provide cover for disinclination to travel in the circumstances where FCO / DfE guidance / advice allows for school trips but the school / individual pupil or teachers decides not to travel anyway. If a trip is cancelled due to, for example, a pupil / teacher not being able to travel due to a non-COVID related illness then cancellation cover would apply. The usual RPA terms, conditions, limitations and exclusions as set out in the RPA Membership Rules would apply.

2. Will all claims that occur after 1st April 2021 be covered, even if the trip leaves before 1st April 2021?

RPA Response = Trips that commence prior to you joining the RPA will need to be covered by your existing travel insurance. Your travel insurance policy should extend to provide cover for trips that commence prior to the expiry of the existing insurance policy.

NYCC Response: If a school has a trip which begins prior to 31st March 2021 and finishes after 1st April 2021, please advise NYCC's Insurance and Risk Management Service and we will arrange for the current School Journey policy to be extended.

3. What cover is in place in respect of Covid-19 for schools that join the RPA from 1st April 2021:
 - Cancellation of the trip due to Government Guidelines for trips that are due to take place after 1st April 2021.
 - Cancellation of trip due to take place after 1st April 2021 due to an individual contracting Covid-19
 - Cancellation of trip due to take place after 1st April 2021 due to an individual needing to self-isolate due to a family member contracting Covid-19

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

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

Since 12th March 2020, the Department for Education has advised schools members against taking overseas trips or UK trips that involve an overnight stay. The RPA is unable at this time to confirm that any such trip booked after the 12th March 2020 will be covered while either FCO advice on travel or DfE advice on school trips would not permit it. We will update this guidance as the situation changes.

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

RPA will provide cover for trips booked prior to the 12th March 2020 or trips that were originally booked prior to the 12 March 2020 but subsequently deferred to a later date subject to:

- a. there not being an insurance policy in place to cover cancellation of the trip. In the event a claim is made against the RPA the members school will be asked to evidence that they have attempted to make a claim against their existing insurance policy and their insurers response.

- b. guidance remains against travel (either by the FCO or DfE), if guidance allows trips but the school decide not to proceed this will be deemed disinclination to travel and will not be indemnified by the RPA.

Subject to the provisos above the RPA will provide an indemnity in the following scenarios:

- Cancellation of the trip due to Government guidelines advising against travel at the time of the trip.
- Cancellation of an individual's trip due to that individual contracting Covid-19 and as a result being unable to travel at the planned time of the trip.
- Cancellation of an individual's trip due to that individual needing to self-isolate at the time of the trip due to Covid-19.

Legal Expenses

1. Are the schools/Local Authority able to choose where to seek legal advice?

RPA Response = Yes, however notification of the claim must be made to the Third Party Administrator before any legal costs are incurred.

2. Will the RPA be happy for schools/Local Authority to seek legal advice from the Council's Legal Services?

RPA Response = Yes. The recovery of any costs would be dependent on the qualification of the person giving the advice, i.e. for cost to be recoverable; the advice would need to be provided by a qualified legal adviser, the advice upon which the member school can rely. Notification of the claim must be made to the Third Party Administrator before any legal costs are incurred.

Claims

General

1. How will the RPA liaise with the Council in the event of serious claims such as serious injuries, HSE Investigations and incidents abroad etc.?

RPA Response = If required by the local authority and member school, the local authority will be able to notify claims to the RPA on behalf of the member school. The local authority will receive monthly reports of claims submitted by its schools (reports will only be issued if claims are made).

NYCC Response: Although this question has not been answered by the RPA and we will take this matter further with the RPA to clarify the position. NYCC's Insurance and Risk Management Service has produced a package to schools, which will provide this support in terms of advice and management, but with the cover in place by the RPA.

2. Under Claims Guidelines, Terms of Validation and Complaints there is a route for Trustees to make direct claims to the RPA, challenge claims decisions made by the RPA and make complaints. Why are these routes not offered to Local Authorities?

RPA Response = The indemnity under the RPA is provided by the member school. All claims, challenges and disputes must be made directly by the member school or the local authority acting on behalf of the school.

3. If a claim is declined by the RPA, who funds the loss? The Council or the school?

RPA Response = If a loss is not covered by the RPA it will be for the local authority and the school to determine who will fund the loss.

Liability

1. Will the RPA provide details of MOJ Portal for the RPA Administrator please.

RPA Response = Details of the MoJ portal are included within the RPA Membership Rules.

The portal ID is D00073.

2. If a claim relating to the school is made against the Council e.g. an Employer's Liability claim for a school employee or an owner's occupier public liability claim, is the Council able to access the cover directly with the RPA?

RPA Response = The indemnify provided by the RPA is to the school, however this indemnity can include the local authority where the contract of employment of the employee working at the school is with the local authority. All claims have to be made by the member school, or the local authority acting on behalf of the member school.

3. In the event that a NYCC employee damaged a school building, e.g. the Council's Ground Maintenance mower throws up a stone and damages a window, would the RPA seek to recover from the Council?

RPA Response = RPA would review the detail of each incident. There may be circumstances where the RPA may wish to subrogate against the local authority. For example where the local authority is charging to provide a service to the school and the local authority causes injury or damage through the local authority's negligence.

4. Where the Council has an interest, how can the Council be involved in the handling of the claims, such as the appointment of solicitors?

RPA Response = Claims will be managed by the RPA appointed Third Party Administrator who will appoint loss adjusters and legal advisers as appropriate.

5. Who will be consulted regarding the decision of liability? The RPA, School, Council? Admissions of liability made by the RPA may have an effect on the Council and other settings in terms of precedent and processes.

RPA Response = Claims will be managed by the RPA appointed Third Party Administrator who will appoint loss adjusters and legal advisers as appropriate.

Property

1. Can the Council make a direct property claim against the RPA, if the school does not do so?

RPA Response = The indemnify provided by the RPA is to the school, however this indemnity can include the local authority where the local authority own the property. All claims have to be made by the member school, or the local authority acting on behalf of the member school.

2. Will the Council be consulted on how property is repaired or reinstated?

RPA Response = Any option to reinstate or replace property covered by the RPA and owned by the local authority will be with the consent of the local authority.

3. Accountability and the duty to educate sits with the local authority. In the event of a major loss will the Council be consulted and co-insured on the replacement/repair of the building and the progress of this, to ensure that the Council will still be able to meet statutory responsibilities?

RPA Response = It is recognised that the local authority will have some responsibilities in relation to the schools they maintain but are members of the RPA. Any option to reinstate or replace property covered by the RPA and owned by the local authority will be with the consent of the local authority. However it is the member school that will be indemnified in the event of a loss that is covered by the RPA. All claims have to be made by the member school, or the local authority acting on behalf of the member school.

4. What would happen in the event of a loss of a building, who would decide whether and how to replace the building to the quality or requirements for the community?

RPA Response = This would be in conjunction with the member school and consent will be sought from the local authority where the local authority is the owner of the damaged property.