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23.0 INSURANCE

23.1 Overview and Description of the Service

23.1.1 The Insurance and Risk Management Service is a Traded Service, which will provide professional support to schools, which where necessary will include insurance broking, insurance provision and administration and claims administration.

- This is to provide advice and assistance in relation to the cover with the Department of Education’s Risk Protection Arrangement (RPA) and/or insurers.
- To arrange cost effective insurance where requested and possible.
- To record, support and where necessary co-ordinate insurance claims that arise due to incidents and losses. In addition, create and provide reports on claims as and when agreed.

The services available are as follows:-

i. Insurance Management

The Insurance & Risk Management Service will, where schools have bought into the service:-

- Provide guidance and advice to the school on the scope and implications of the RPA and/or insurance policy covers.
- On behalf of the school, liaise with the RPA, insurers and brokers (where applicable) on all aspects of cover and answer any queries regarding policy cover relating to the school’s activities.
- Arrange any insurances not offered by the RPA, one off or short term insurance covers as requested by the school/ where possible, providing the school provides sufficient notice.
- Provide advice and guidance to the school on changes to the insurance market where applicable.

ii. Insurance Claims Management

The Insurance & Risk Management Service will, where schools have bought into the service:-

- Provide advice and support on all insurance claims arising from the activities of the school.
- Maintain accurate records of all claims made against the RPA cover and any separately arranged Insurance policies on their database and where applicable, forward the claim to the RPA, insurers or claim handlers, within an agreed time period.
- Endeavour to ensure that all claims are dealt with in a timely manner and that all civil liability claims are dealt with in accordance with the Civil Procedure Rules.

- Where necessary, act on behalf of the school in discussions with claimants, RPA, insurers, claims handlers, loss adjusters, solicitors, loss adjusters and legal representatives.
- Where necessary, notify the school of settled claims on an agreed basis.
- Where necessary, provide a summary of outstanding claims and update of claims on an agreed basis.
- Where necessary and appropriate, meet with the school to discuss claims issues, loss experience and the progression of large value claims as required or agreed at the time of this agreement.
- Where necessary, advise the school on claims issues, trends and developments relating to claims handling issues.
- The Insurance & Risk Management Service will, where schools have bought into the service:-

iii. Risk Management

The Insurance & Risk Management Service will, where schools have bought into the service:-

- Create, develop and/or assess risk management arrangements for your organisation, from creating a new strategy to rolling out processes for the updating of risk registers
- Facilitate the development and maintenance of risk registers via risk identification and update workshops and report production
- Implement proportionate risk programmes to suit the needs of your organisation and reduce bureaucracy

Our services are proven to be scalable from organisational level through to business areas and key projects.

23.2 Benefits of Buying into the Service

- i. The Council has a dedicated, qualified and experienced team in the Insurance and Risk Management Service with an extensive knowledge of schools and educational establishments and other public sector organisations.
- ii. Where necessary, the Insurance and Risk Management Service will arrange appropriate insurance to ensure the best cover for the right price.
- iii. The Insurance and Risk Management Service has intimate knowledge of the Council and its schools. This can be particularly relevant when providing advice on risk.
- iv. Schools who arrange their insurance via the Council may also have the benefit of being included in risk management initiatives, which helps to reduce long term insurance costs, i.e. risk ranking surveys.

23.3 Service Standards

- i. Annually review the insurance programmes, consider alternative strategies and insurance programmes

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- ii. Where necessary, all information required for the renewal process will be requested from the School/Educational Establishment at least 3 months prior to renewal
- iii. Where necessary, insurance tenders to be completed in accordance with the appropriate procurement guidelines. Where insurance renewals are to be undertaken within an existing long-term agreement negotiations will commence with insurers at least three months prior to renewal.
- iv. We aim to answer all requests for general information and advice on insurance matters from the school/educational establishment within 5 working days. We aim to answer more complex queries within 10 working days or provide an indication of the time-scale for when any outstanding information will be made available.
- v. All correspondence from schools, claims handlers, insurers, loss adjusters, solicitors or anyone else involved in a claim received by the IRM Service will be dealt with within 5 working days of receipt. This will involve either acknowledging; answering the correspondence in full or requesting additional information from the school/educational establishment as required.
- vi. Staff to be available between 8.30 am and 5.00 pm (4.30 pm Fridays).
- vii. Full compliance with the Strategic Resources Complaints Procedure.

23.4 What is Expected from Schools?

Insurance Management

Schools will:

- i. Provide all information needed to provide guidance and advice, and to arrange appropriate insurance cover in a timely manner with sufficient notice. Will pay all insurance related invoices within the terms set out by the RPA or insurer and shall pay those invoices direct to the insurer, where applicable. Where NYCC has paid the premium or where there are self-insurance arrangements agreed with NYCC, the school will pay this invoice or provide the required cost code to be charged.
- ii. Notify IRM of any changes in the risk profile of the school in a timely manner with sufficient notice.
- iii. Allow IRM to negotiate with insurance brokers and insurance companies on behalf of the school to achieve best value for money where applicable in respect of ad-hoc insurances.
- iv. Give sufficient notice of any short term insurance requirements.

Insurance Claims Management

Schools will:

- i. Where necessary, allow IRM to conduct all claims on behalf of the school in accordance with procedures agreed with the RPA, insurers, claims handlers, loss adjusters and solicitors.
- ii. Where necessary, the School will pass all new claims under the insurance arrangements to IRM unanswered as soon as possible after receipt, in accordance with the Civil Procedure Rules timetable where necessary and applicable. Liability claims should be passed to IRM as soon as possible but within 2 working days, motor claims within 2 working days where a third party is involved, and all other claims within 5 working days.

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- iii. Forward immediately upon receipt all correspondence from third party claimants or their legal representatives unanswered to IRM, in accordance with the Civil Procedure Rules timetable where necessary.
- iv. Where additional information is required on claims issues, the School will supply such information to IRM within 10 working days of receipt of such request or in accordance with the Civil Procedure Rules timetable where necessary.
- v. The School will co-operate with insurers, claims handlers, solicitors, loss adjusters and IRM in the conduct of all claims and assist the claims handlers by co-operating with any investigations undertaken by their specialist claim investigators.
- vi. Where necessary, the School will sign all legal documents relating to claims matters, such as (but not limited to) defences, disclosure documents and admissions of liability in a timely fashion. Witnesses will attend court to defend claims where necessary.

23.5 Service Options

- 23.5.1 The Insurance and Insurance Claims Management Support provided by NYCC's Insurance and Risk Management Service is optional and schools have the option to not purchase this from NYCC.
- 23.5.2 Schools and Governing Bodies have the option to join the Department for Education's Risk Protection Arrangement (RPA), purchase insurances direct from an insurer or via an insurance broker or where cover is not provided by the RPA, have insurances arranged by the County Council.
- 23.5.2 There is a legal requirement on schools and Governing Bodies to take out the insurances listed under Section 1 of Appendix 1.
- 23.5.3 It is strongly recommended that a school or Governing Body take out the insurances listed under Section 2 of Appendix 1.
- 23.5.4 It is discretionary for a school and Governing Body to take out the insurances listed under Section 3 of Appendix 1.
- 23.5.5 Please refer to Appendix 2 for a complete list of all the covers that are available through the Department for Education's Risk Protection Arrangement (RPA).
- 23.5.6 Insurances outlined in Appendix 3 are open for schools and Governors to take out with the County Council, but separate premiums are payable.

23.6 Annual Insurance Charges

- 23.6.1 The annual price of the Insurance and Insurance Claims Management Support Service will be made available to schools/educational establishments at the start of each calendar year on NYES online. Schools can then choose whether to purchase this package, which renews on 1st April.
- 23.6.2 The Department for Education's Risk Protection Arrangement (RPA)

The RPA charge for the cover every year is on a per pupil basis. The RPA will advise the price per pupil at the start of each calendar year and schools will then need to choose whether to opt out of the RPA cover. If schools do not opt out of the RPA Scheme then the cover will renew automatically on 1st April and schools will be charged accordingly.
- 23.6.3 Additional Insurances Arranged by the Insurance & Risk Management Service NYCC

Premiums for additional insurances required by schools will be charged depending on the nature of the insurance.

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Motor Insurance – schools will be advised of the motor charge early in the calendar year and if the school wishes to continue with the cover, an annual premium will be charged from 1st April.

All Risks – schools will be asked if they wished to renew this policy in June/July every year and if they wish to continue with the cover, an annual premium will be charged from 1st October.

23.7 Notice Periods

23.7.1 The Insurance and Insurance Claims Management Support Service is an annual contract with an initial contract of two years from 1st April 2021, with the option to extend for further rolling periods of 12 months. Notice to end the contract is to be given a minimum of six months prior to the end of the initial or subsequent extended term.

23.7.2 A school can leave the Department for Education’s Risk Protection Arrangement (RPA) at the end of the Membership Year provided that it gives at least three months’ notice to the RPA Administrator. However, schools are able to transfer the type of membership with the RPA on becoming an academy.

23.7.3 The notice period for additional Insurances that are arranged on behalf of schools will be dictated on the nature of the insurance and the stance taken by insurers.

23.8 What to do in the Event of a Claim

23.8.1 In the event of a simple RPA claim, where assistance is not required claim forms can be found by using the following link:

<https://www.rpaclaimforms.co.uk/make-a-claimv2/>

23.8.2 If a school has bought into the Insurance and Risk Management Service and would like assistance with their claim then the school should contact the Insurance and Risk Management Service as soon as possible. Any subsequent claim forms should be accurately completed and submitted as soon after the incident as possible.

Any letters indicating or submitting claims from third parties, (i.e. pupils, staff or their Solicitors), should be retained and sent by email to the Insurance and Risk Management Service immediately upon receipt, and followed by a report on any allegations or incidents referred to therein.

23.8.3 For motor claims where the vehicle is insured through NYCC the school should contact the Insurance and Risk Management Service as soon as possible. Any subsequent claim forms should be accurately completed and submitted by email as soon after the incident as possible.

- i. Contact the Insurance and Risk Management Service on 01609 534187, 01609 532721 or 01609 532466 as soon as possible and within one working day of the incident taking place and/or being discovered if the claim involves:
 - Fire
 - Closure or partial closure of the school
 - Costs which may exceed £20,000
- ii. As soon as possible, notify the Police in respect of any loss or damage caused by theft or malicious persons.
- iii. Carry out and permit to be taken any action which may be reasonably practicable to prevent further damage.

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23.9 Contact Points

23.9.1 The Insurance and Risk Management Service is normally based at County Hall, Northallerton and the insurance team can be contacted via e-mail at:- insurance@northyorks.gov.uk

23.10 Staff Absence Scheme

23.10.1 The Staff Absence Insurance Scheme is an "in house" not for profit scheme which offers cover for sickness, maternity, paternity, adoption, and certain public duties absences for teaching and non-teaching staff. The Scheme operates on a "cooperative" basis and is available to schools and academies from both North Yorkshire and the City of York.

23.10.2 The Scheme is overseen by the Staff Absence Board (representatives from schools and academies from North Yorkshire and City of York) and is administered by North Yorkshire County Council on behalf of participating schools and academies.

23.10.3 There are a range of cover options for both teaching and non-teaching staff. The basic arrangement is that sickness cover is available from:-

- the first working day of absence, or;
- the fourth working day of absence, or;
- the sixth working day of absence, or;
- the eleventh working day of absence, or;
- the sixteenth working day of absence.

23.10.4 The cover arrangements chosen for sickness also apply to all the other absences covered.

23.10.5 A specialist "Relief Bursar" option is also available. Instead of a monetary reimbursement this option provides the services of an experienced supply bursar in the event of a qualifying absence of the establishment's nominated Finance Officer

23.10.6 In addition to choices about the period of cover required, there are also choices available to schools about the levels of reimbursements required.

23.10.7 The staff absence insurance is offered to schools on an annual basis in the spring term prior to the commencement of the financial year. At that point in time, schools will have the option to decide whether or not they want to be part of the scheme for the following year.

23.10.8 The scheme is administered by the FMS Team.

23.10.9 Contact Information – staff.absence@northyorks.gov.uk

01609 532939

LIST OF INSURANCES THAT ARE AVAILABLE THROUGH THE RPA OR THE COUNTY COUNCIL SERVICE

Section 1

There is a **legal requirement** on Schools and Governing Bodies to take out the following:-

- a. **Employers Liability (Covered by the RPA)**
- b. **Third Party Motor Insurance (Available through the County Council's Insurance and Risk Management Service)** - If a vehicle is owned/used by the School
- c. **Engineering Inspections (Available the County Council Property Service)** - This is a statutory requirement

Please contact the Insurance & Risk Management Service if you wish to arrange Motor Insurance.

Section 2

It is **strongly recommended** that a School and Governing Body take out the following:-

- a. **Third Party Public Liability (Covered by the RPA)**
- b. **Governors Liability (Covered by the RPA)**
- c. **Material Damage - Buildings and Contents (Covered by the RPA)**
- d. **Personal Accident (Covered by the RPA)**
- e. **Motor Insurance - including Third Party cover (Available through the County Council's Insurance and Risk Management Service)**

Please contact the Insurance & Risk Management Service if you wish to arrange Motor Insurance.

Section 3

It is **discretionary** for a School and Governing Body to take out the following:-

- a. **Professional Indemnity (Covered by the RPA)**
- b. **Libel and Slander (Covered by the RPA)**
- c. **Material Damage Insurance – Additional Expenses (Covered by the RPA)**
- d. **Work in Progress (Covered by the RPA, but not in Joint Names and only up to £250,000)**
- e. **Contractor's All Risks (Available through the County Council's Insurance and Risk Management Service)**
- f. **Money (Covered by the RPA)**
- g. **Employee and Third Party Dishonesty (Covered by the RPA)**
- h. **Travel Insurance (Covered by the RPA)**
- i. **School Journey Insurance (Covered by the RPA)**
- j. **Personal Accident for Pupils on Site (Covered by the RPA)**
- k. **Legal Expenses (Covered by the RPA)**

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I. Cultural Assets (Covered by the RPA)

Please contact the Insurance & Risk Management Service if you wish to arrange Contractor's All Risks Insurance.

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SUMMARY OF INSURANCE POLICIES THAT INCLUDED WITHIN THE DEPARTMENT FOR EDUCATIONS' RISK PROTECTION ARRANGEMENT

INTRODUCTION

The purpose of this document is to summarise the various covers that are offered under the Department for Education's Risk Protection Arrangement (RPA). Please note that all cover is subject to the terms, conditions and exclusions. The descriptions provided in this manual are a summary and should only be used as guidance. Full versions of the Rule of RPA are available on their website using the following link:

[The risk protection arrangement \(RPA\) for schools - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

Under the heading, "Full Details of your cover" there are separate documents for:

- Local authority Maintained community schools: RPA membership rules
- Voluntary aided, foundation and foundation special schools: RPA membership rules
- Voluntary controlled schools: RPA membership rules

Voluntary Aided and Foundation schools should consult with their Diocese/Trustees to establish if any additional cover is required for their schools.

Type of Risk	Description	Limit	Excess
Employer's Liability	All sums the school may become legally liable to pay (including claimants' costs & expenses) following death, injury or disease sustained by employees and arising out of and in the course of their employment by the school	Unlimited	Nil
Third Party Public Liability	All sums the school may become legally liable to pay (including claimants' costs & expenses) as damages in respect of third party injury or third party property damage.	Unlimited	Nil
Governors' Liability	Governors' liability expense	£10 million any one loss and any one membership year.	Nil
Professional Indemnity	Actual or alleged breach of professional duty	Unlimited	£1,000 each and every loss
Material Damage	Loss or damage to buildings, contents, computers and stock owned by or the responsibility of the school.	Reinstatement value of the property	£250 (Nursery & Primary Schools) £500 (all other schools) each & every loss other than subsidence (£1,000)
Construction Work at Existing Premises	This is included with the Material Damage Section, but is not in the Joint Names of the Contractor	£250,000	As above
Business Interruption	Compensation for increase cost of working, incurred by the school, resulting from interruption or interference with the business following material damage loss.	£10 million any one loss	£250 (Nursery & Primary Schools) £500 (all other schools)
Money	Loss of money whilst in transit or elsewhere	Various including cash on premises	£50 (Nursery & Primary Schools)

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	or in transit £5,000	£100 (all other schools) each & every loss
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Type of Risk	Description	Limit	Excess
Employee & Third Party Dishonesty	Direct pecuniary loss due to dishonesty of school employees and/or theft of money by computer fraud	£500,000 any one loss and one membership year	£250 (Nursery & Primary Schools) £500 (all other schools) each & every loss
Personal Accident	Compensation for accidental bodily injury to employees, governors, trustees, volunteers and pupils of the school whilst on the business of the schools in the UK	Death and capital benefits £100,000	Nil
United Kingdom Travel	Compensation for travel related costs including loss of baggage, cancellation, curtailment, rearrangement and change of itinerary	Baggage and Money: £2,000 per person Cancellation £1,000 per person	Nil
Overseas Travel (including winter sports) and Personal Accident	Compensation for travel related costs outside the UK including loss of baggage, cancellation, curtailment, rearrangement and change of itinerary. Compensation for accidental bodily injury to employees, governors, trustees, volunteers and pupils of the school whilst on the business of the schools outside the UK	Medical expenses: £10 million per person Baggage: £2,000 per person Cancellation £4,000 per person (£250,000 per trip) Death and capital benefits: £100,000 per person	Nil in respect of Medical Expenses £50 in respect of baggage Nil in respect of cancellation
Legal Expenses	Reimbursement of legal expenses relating to employment disputes, contractual disputes, tax investigations, civil actions in relation to expulsions by the school	£100,000 any one loss and any one membership year	£250 (Nursery & Primary Schools) £500 (all other schools) each & every loss
Cultural Assets	Loss or damage to Cultural Assets (including works of art) owned by or the responsibility of the Member	£10,000 per item, maximum £250,000 any one loss of multiple cultural assets	£50 (Nursery & Primary Schools) £100 (all other schools)

**POLICIES NOT COVERED BY THE DEPARTMENT FOR EDUCATION'S RISK PROTECTION
ARRANGEMENT FOR WHICH SCHOOLS PAY SEPARATE PREMIUMS**

The purpose of this document is to itemise the various insurance policies that are available to schools as standalone Insurance policies, where a separate premium is payable. Please note that all cover is subject to the terms, conditions and exclusions applicable to each particular policy. The descriptions provided in this manual are a summary and should only be used as guidance. For full details, please contact the Insurance and Risk Management Service – Insurance@northyorks.gov.uk

1. MOTOR

This policy covers any motor vehicle, (the property of/or leased, hired or loaned to the Local Authority), whilst deployed on the business of the Local Authority.

The cover is comprehensive namely:-

- a) Loss of or damage to the vehicle (including accessories and spare parts on the vehicle) up to the current market value.
- b) i) Legal liability to third parties for death, bodily injury or damage to property due to an accident involving a vehicle or trailer.
ii) Legal costs incurred as a result of an accident with Insurers agreement.
iii) Payment of Emergency Treatment bills as required by the Road Traffic Act.
iv) Contingent liability in respect of motor vehicles being used by any Employees and Members whilst using any motor vehicle not owned by or hired to the Local Authority on the County Council's business.
v) Passenger liability.
vi) Legal liability for death of or bodily injury suffered by employees whilst in the course of their employment in a motor accident.

2. ALL RISKS

3. CONTRACTORS ALL RISKS INSURANCE

This policy covers permanent works and temporary works and the materials for incorporation therein in respect of contract works being carried out at the school premises. This can be arranged in the joint names of the school and the contractor.