

DfE Frequently Asked Questions

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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 included in 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 Academy 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 the RPA.
4.	Does the RPA provide cover for education trips away from Academy premises, including residential trips?	<p>Cover under the RPA will apply anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. This would include residential trips and those including 'adventurous' activities subject to the RPA Membership Rules including the general risk management guidelines on pages 5, 6 and 7.</p> <p>RPA will provide an indemnity for Employers and Third Party Liability risks for temporary visits outside of these Territorial Limits. The Personal Accident and Travel sections will not provide cover outside of these Territorial Limits.</p>
5.	What is the extent of cover for limited companies that are subsidiaries of the Academy?	<p>The RPA will provide cover for subsidiaries of Academies where the activity(s) of the subsidiary are in line with the business of the Academy and have been approved by the RPA Administrator.</p> <p>As the RPA is not insurance Employers Liability under the RPA will only apply if the subsidiary company is exempt under the Employers' Liability (Compulsory Insurance) Act 1969. It is the Academy's responsibility to establish whether subsidiary companies are exempt or not.</p>
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 Member 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 reinstatement costs if the lift is damaged by a peril covered by the Material Damage section. The RPA does not provide breakdown cover. RPA does not offer engineering inspection services.
10.	Does the RPA include Chancel Insurance?	Cover similar to that provided under a Chancel Insurance policy is not included within the RPA.

Question No.	Question	Response
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 Academy (or Academy subsidiary approved by the RPA Administrator) the various sections of the RPA will respond subject to the terms and conditions of the Membership Rules.
12.	Does the RPA extend to cover livestock?	The RPA does not cover livestock; the Academy 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 academic year. Once the limit has been breached no further claim can be made. The sections that are subject to aggregate limits are:</p> <ol style="list-style-type: none"> 1. Section 5, Governors Liability (£10,000,000) 2. Section 7, Employee and Third Party Dishonesty (£500,000) 3. Section 11, Legal Expenses (£100,000)
14.	Does the RPA cover activities not related to education?	If the activity is permitted activity within the Academy Trust Articles and is undertaken directly by the Academy (or Academy 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>Multi academy trusts (MATs) are permitted to join the RPA in a phased manner where some academies in the MAT still have commercial insurance contracts in place, subject to a commitment from the MAT that all academies in the MAT will join 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>
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 where it differs from academies is that umbrella trusts are not exempt charities and so must register as a charity with the Charity Commission.</p> <p>Therefore whilst an individual Academy (whether under a Multi Academy Trust or Single Academy Trust) within an umbrella trust may be a RPA Member, RPA does not extend to the Umbrella Trust which will need to obtain insurance to cover its risks.</p>
17	Academies must comply with Health & Safety legislation. Will RPA decline a claim if the Academy fails to comply with any of the legislation?	To be compliant with the law in the UK an Academy 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 Academy employee. Please see FAQs in relation to HSE Fees for Intervention.
18	What are HSE Fees for Intervention?	HSE now operates a Fee for Intervention (FFI) cost recovery scheme, which came into effect on 1 October 2012.

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		<p>Under The Health and Safety (Fees) Regulations 2012, those who break health and safety laws are liable for recovery of 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 any work that HSE does with them.</p>
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 an Academy opts out of the RPA will the RPA continue to provide cover for claims that occur whilst the Academy 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> <p>This mirrors the cover generally provided by the commercial insurance market and avoids potential gaps in cover for Members joining the RPA in circumstances where a claim arises from an incident that occurred prior to the Member joining the RPA and of which they were previously aware.</p> <p>It is important that when moving from a commercial insurer to RPA that a Member provides notification to their insurer of any incident that they are aware of that could give rise to a claim before their commercial insurance period lapses.</p> <p>The RPA will consider providing an indemnity to a Member for claims that are normally dealt with on a 'claims occurring' basis under RPA (namely sections 1, 2, 3, 4, 7, 8, 9, 10 and 11) but where a Member has previously purchased an insurance policy covering the risks covered by these sections of the RPA on a 'claims made' basis.</p> <p>Claims will be considered at the request of the Member who will be required to provide evidence of the insurance cover previously purchased. Claims will not be considered in the following circumstances:</p> <ul style="list-style-type: none"> i) where the applicable 'claims made' policy was taken out or inception after the date the consultation exercise on proposed changes to the RPA with effect from September 2016 was commenced (18 December 2015) ii) for any claim where the cause of such claim occurred or that was alleged to have occurred prior to the date of the signing of the funding agreement for the relevant academy

Question No.	Question	Response
		<ul style="list-style-type: none"> iii) to the extent that an indemnity is provided by an insurance policy iv) for claims that the Member had prior knowledge of before opting to join the RPA v) for claims or incidents that the Member was aware of but were not notified by the Member to the relevant insurer before the relevant policy expiry date (or where a discovery period applies to a policy, the discovery period) vi) for claims related to a class of insurance where the Member had opted not to purchase an insurance policy
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 Academy if they are legally liable to pay compensation for death or injury or damage to third party property caused by asbestos exposure whilst an Academy is a Member of the RPA. Cover extends to exposure during the period from the date of the signing to the funding agreement to the date the Academy joins the RPA to the extent that (i) an indemnity is not provided by an insurance policy and/or (ii) the Academy had no prior knowledge 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 an Academy employee is undertaking Ofsted inspections?	<p>When the Academy Trust as a Member of the RPA receives payment from Ofsted in relation to an employee of the Academy acting as an Ofsted inspector the RPA will provide an indemnity:</p> <ol style="list-style-type: none"> 1. Under section 3 (Employers Liability) if the Academy Trust is legally liable to pay compensation in relation to bodily injury sustained by the employee whilst acting as an Ofsted inspector; 2. Under section 4 (Third Party Public Liability) where the Academy Trust 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; 3. Under section 6 (Professional Indemnity) where the Academy Trust 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. <p>The RPA will not provide an indemnity in circumstances where any other party (including Ofsted or the school that is being inspected) is legally liable to pay compensation to any party.</p>
24.	Does the RPA provide cover in circumstances where an Academy 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 Academy 'Business', and therefore Employees that provide such services would be covered as noted below.</p> <ol style="list-style-type: none"> 1. Under section 3 (Employers Liability) if the Academy Trust is legally liable to pay compensation in relation to bodily injury sustained by the employee whilst

Question No.	Question	Response
		<p>acting as an SLE;</p> <ol style="list-style-type: none"> 2. Under section 4 (Third Party Public Liability) where the Academy Trust 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; 3. Under section 6 (Professional Indemnity) where the Academy Trust 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 <p>If asked to provide proof of insurance the Academy should explain that they are a Member of the RPA, which isn't insurance and provide a copy of the Confirmation of RPA Membership.</p>
25.	My Academy is not a church Academy but we are a faith school and have trustees that have provided us with a building for use by the Academy. 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 Academy will need to make its own arrangements for statutory inspections, either with an insurance company or another body with the necessary authorisation to carry out inspections.</p> <p>If the plant that requires inspection is damaged by a peril covered 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. an Academy is not requested to provide 'fair presentation' such as property schedules, risk details, previous claims etc.</p>
28	There is a Children's Centre on the Academy site it is a separate legal entity but the building occupied by the Children's Centre is owned by the Academy. Will the RPA cover the Children's Centre?	<p>If the building is owned by the Academy and the Academy 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/reinstate transferred to the Children's Centre) then the RPA will provide an indemnity to the Academy 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 an indemnity if the Academy are held legally liable for injury to a third party (including ex pupils) whilst on a school trip. However, cover under the personal accident and UK travel sections would not extend to ex pupils.</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?	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.
31.	Are the PTA/PFTA covered as part of the RPA?	If the PTA is ran directly by the Academy then the RPA would extend its scope of cover to include such activities, however if the PTA is a separate entity i.e. a separate charity entity, then the PTA would require commercial insurance.
32.	Our employees carry out training at other Academies, is this covered?	Providing such activities are on behalf of the Academy and in line with the 'Business' of the Academy i.e. relating to education and not on a self-employed, individual consultancy basis (and the employee not being remunerated directly), then the RPA scope of cover would extend to such activities, which would include Third Party Liability, Employers Liability and Professional indemnity.
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 Academy 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 Academy 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 cover mandatory / recommended? If yes is Terrorism covered by the RPA?	<p>Terrorism insurance is not mandatory for Academies to include in their commercial insurance arrangements; it is therefore a matter of choice for the Academy to decide it feels there is a need to take this cover out.</p> <p>Terrorism cover is automatically included in the RPA.</p>
2.	Does 'Property' mean both land/buildings as well as contents?	<p>'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.</p>
3.	Is there any requirement to notify the RPA of building work to existing Academy properties?	<p>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.</p>
4.	The limit for Contract works (minor works) is £250,000 per loss. If an Academy 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 Academy need to purchase commercial insurance?	<p>The intention of RPA is to cover minor works only; works in excess of £250,000 will need 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.</p>
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 Academy can either:</p> <ol style="list-style-type: none"> 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 or in excess of the £250,000 of cover provided by RPA; 3. Require that the contractor takes out Contractors "All Risks" insurance to the full value of the works and with the Academy noted as an insured party. <p>If the Academy relies on RPA cover for the works (either fully or the first £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?	<p>Property owned by or the responsibility of the Academy or any Academy staff or pupils (if it's not commercially insured) would be covered away from Academy premises whilst being used on Academy business. The usual Member's Retention will apply.</p>

Question No.	Question	Response
7.	Does the Material Damage section of the RPA cover damage due to flooding?	The RPA provides cover for damage due to flooding.
8.	Are laptops and devices owned by Academy employees, governors, pupils or visitors covered under RPA if they are lost, stolen or broken whilst on the Academy 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 Academy is responsible for the first £500 each and every loss unless the academy is a Primary Academy when the Academy 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 Academy 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 Member Academy. '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?	Academies 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 suitable to the Member , 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 Academies permitted to undertake emergency repairs e.g. following a break-in or a storm	<p>RPA will indemnify the Academy 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.</p> <p>In the event of an emergency please call 0330 058 5566, this number provides for 24/7/365 coverage.</p>
13.	What is the extent of cover under the RPA for property that is hired or leased to an academy, for example computer equipment or photocopiers?	<p>The RPA will provide all risks cover (including subsidence and terrorism) for all property (buildings and contents) that is owned by the Academy or for which the Academy is responsible to insure under a hire or lease agreement. The Academy should notify and agree with the owner of the property that the Academy will be utilising the RPA rather than an insurance policy to provide cover for the property in question.</p> <p>For leased buildings in particular Academies should refer to the standard academy lease which was released on the 29th August 2014 and makes reference to cover being provided by the RPA.</p>

Question No.	Question	Response
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 Academy employee or other person lawfully on the premises.</p> <p>It will be for the Academy 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.

Business Interruption

Question No.	Question	Response
1.	<p>Does the RPA provide Business Interruption cover for the following:</p> <ul style="list-style-type: none"> - any occurrence of a Notifiable Disease at the premises or attributable to food or drink supplied from the premises. - any discovery of an organism at the premises likely to result in the occurrence of a Notifiable Disease. - any discovery of a Notifiable Disease within a 10 mile radius. - discovery of vermin or pests at the premises. - 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. - occurrence of murder or suicide at the premises. 	<p>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 Academy where the first £250 is excluded.</p>
2.	<p>Is 'Increased cost of working' the same as business interruption insurance?</p>	<p>We can confirm that the Business Interruption section of the RPA will cover Increased Cost of Working incurred by the Academy 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).</p>
3.	<p>Will the Business Interruption section of the RPA cover loss of income?</p>	<p>Cover under the RPA is in relation to Increased Cost of Working only, there is no cover for loss of revenue.</p>
4	<p>Does the RPA cover additional costs incurred to maintain the business during the first 48 hours following a material damage loss?</p>	<p>Yes, any claim will be subject to a Member Retention of £500 per claim (reducing to £250 for primary schools).</p>

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 Academies to hold adequate employers' liability insurance?</p>	<p>Academies 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 Academy from an employee of the Academy 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) Academies who are relying on the RPA for Employers' Liability cover are compliant with the law.</p>
2.	<p>Please confirm that the Academy will receive a 'Certificate of Employers' Liability Insurance' as required by the Employers' Liability (Compulsory Insurance) Act 1969.</p>	<p>As Academies 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 a Member Academy 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 Academies if they wish to.</p>
3.	<p>The RPA provides an indemnity to Academies for costs and damages related to injury sustained by employees caused by exposure to asbestos but only for the period from which the school became an Academy and only to the extent that an indemnity is not provided 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 basis. 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. Academies 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 Academy 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 Academy.</p>
5	<p>Does the RPA provide cover for students undertaking work experience at the Member Academy?</p>	<p>The definition of Employee includes 'Persons undertaking study or work experience'.</p> <p>The Member Academy's own students will also be covered as Employees whilst they are undertaking work experience within their home Academy.</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>https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/349435/Statutory_guidance_on_supporting_pupils_at_school_with_medical_conditions.pdf</p>
2.	Does the RPA cover hirers of rooms within Academy premises?	<p>At the request of the Academy the RPA will provide an indemnity to any person or organisation to which the Academy has hired rooms where that person or organisation does not have (or would be expected to have) public liability insurance.</p>
3.	Does the RPA cover damage to neighbouring properties by trees on Academy land?	<p>The RPA will provide an indemnity to the Academy if the Academy 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 Academy that relate to the acts of third party contractors?	<p>The RPA will defend such a claim on behalf of the Academy and provide an indemnity if the Academy 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 Academy premises or providing goods or services to the Academy should have in place adequate third party public (and if appropriate products) liability insurance cover and the Academy should seek evidence of such cover.</p> <p>Academies 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 academy if a claim is brought against the academy for which the contractor is legally liable.</p>
5.	Are visitors to Academy premises covered under the RPA	<p>The RPA will provide an indemnity to the Academy if the Academy is legally liable to pay damages or compensation in respect of personal injury or property damage to third parties who are visiting the academy.</p>
6.	The RPA provides an indemnity to Academies for costs and damages related to injury to third parties caused by exposure to asbestos but only for the period from which the school became an academy and only to the extent that an indemnity is not provided by an insurance policy. How will the RPA respond to claims for mesothelioma cases?	<p>The RPA will provide an indemnity to the Academy for mesothelioma claims provided that :</p> <ol style="list-style-type: none"> 1. The claim relates to exposure occurring after the date the school became an Academy Trust

Question No.	Question	Response
		<ol style="list-style-type: none"> 2. To the extent that an indemnity is not provided by an insurance policy 3. The Academy had no knowledge of the claim prior to opting to join the RPA
7.	Does the RPA provide third party public liability cover for pupils on work placements/experience?	<p>RPA will provide an indemnity if an Academy 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 Academy is legally liable to pay compensation) if the Academies own pupils are undertaking work experience within the Member Academy itself.</p>
8.	A pupil wishes to undertake work experience with an employer who does not have Employers' Liability insurance. Will RPA provide cover.	<p>The RPA will only provide an indemnity where the Academy 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"> 1. Most public organisations including government departments and agencies, local authorities, police authorities and nationalised industries; 2. Health service bodies, including National Health Service trusts, health authorities, primary care trusts and Scottish health boards; 3. Some other organisations which are financed through public funds, such as passenger transport executives and magistrates' courts committees; 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; 5. Companies employing only their owner where that employee also owns 50% or more of the issued share capital in the company <p>All other employers will be in breach of the law.</p> <p>If an employer is exempt the academy 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.

Question No.	Question	Response
11.	Our academy have 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 an Academy 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 Academy in line with the business of the Academy.
12.	We are hiring a bouncy castle, are we covered?	The RPA will provide an indemnity if the Academy 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 academy should seek confirmation of the owner's third party public liability insurance. The Academy should also undertake a risk assessment and adhere to any risk mitigation identified.
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 on pages 5, 6 and 7) and applicable membership contribution per loss.</p> <p>The RPA would recommend a full risk assessment in respect of this activity ensuring that pilots of such devices are suitable trained and follow all relevant legislation as documented by the Civil Aviation Authority.</p>

Governors Liability

Question No.	Question	Response
1.	Will Trustees be covered by the Governors Liability section of the RPA?	<p>The Governors Liability section of the RPA will indemnify Governors, members of the governing body or board of governors of the Academy; Employees of the Academy acting in a managerial capacity and any employee named as a co-defendant in a claim made against a Governor.</p> <p>'Governor' is defined as 'any governor of an Academy Trust. A director/trustee of an Academy Trust, or a person who sits on a local governing body (a committee established for an Academy by the Academy Trust in accordance with its Articles)'</p>
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 "both 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. The RPA will provide an indemnity for losses made against the Academy during the Membership Year unless:</p> <ol style="list-style-type: none"> 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) 2. An indemnity is provided by an insurance policy 3. The Academy had prior knowledge of the incident giving rise to the loss before opting to join the RPA.
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) for Academy Trusts is an alternative to insurance where UK government funds cover losses that arise.</p> <p>Unfortunately we are unable to break down the overall £20/pupil RPA contribution to reflect the Governors element; therefore you are unable to disclose this amount.</p>

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. The RPA will provide an indemnity for losses made against the Academy during the Membership Year unless:</p> <ol style="list-style-type: none"><li data-bbox="1249 363 2107 443">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 data-bbox="1249 448 1809 475">2. An indemnity is provided by an insurance policy<li data-bbox="1249 480 2136 528">3. The Academy had prior knowledge of the incident giving rise to the loss before opting to join the RPA.
2.	Will the RPA provide cover in circumstances where the Academy 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 Academy (as detailed in the Academy Trust Articles, RPA will provide an indemnity to the Academy where the Academy is legally liable to pay compensation to another school or Academy 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 Academies 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"> 1. Any school trip, excursion or work experience placement which is wholly within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; is authorised by the Member and involves travel outside the school boundaries. 2. Any trip by Academy members of staff whilst on the business on the Academy that is wholly within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; is authorised by the Member and involves travel outside the school boundaries.
3.	Would the RPA indemnify losses if an academy 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 academy. However if the venue/access to the venue remains available and it is the Academy or individual pupil/parent that decides to cancel this would be deemed 'disinclination to travel' which is not covered by the RPA. If an academy 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>

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 an Academy 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 Academy 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 an Academy 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 academies to obtain legal services via an EU compliant route.</p> <p>Member academies 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.
5.	Will the RPA cover expenses of the independent panel members if they are taken to Judicial Review or other civil action is taken after the determination of an appeal against an exclusion of a student under the Education Act 2002?	The RPA will provide an indemnity for reasonable and necessary costs incurred by the independent review panel members if they are taken to Judicial Review or other civil action is taken.

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 0330 058 5566, a sample of what an urgent incident could be is listed below:</p> <ul style="list-style-type: none"> • Major injuries • Serious assaults • Fatality • Allegations or knowledge of abuse • Pollution incidents • Media involvement • If you are in doubt whether something is serious <p>If such an event occurs then please dial our main contact number above, the facility provides for 24/7/365 coverage.</p> <p>For all other incidents the online incident facility enables you to access incident forms in a secure manner, meaning you can now notify of any new incidents 24 hours a day, 7 days a week.</p> <p>To access the portal please click the following link: https://rpaclaimforms.co.uk/</p> <p>You will be taken through a short notification process entering details about the incident.</p> <p>Please have your Unique Reference Number (URN)/Membership Number to hand and relevant contact details.</p> <p>If you need help gaining access to the portal please call TopMark Claims Management on 0330 058 5566.</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 Academy by the TPA within 15 working days of referral to the TPA by the Academy.</p> <p>Academies 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 Academy and the RPA Administrator the</p>

Question No.	Question	Response
		<p>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 between the parties.</p>
3.	<p>What is the process for making a complaint about the handling of a claim?</p>	<p>In the event of a complaint by an Academy 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 Academy 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 Academy is not happy with the response to its complaint from the TPA, it should forward details in writing to the RPA Administrator.</p>
4.	<p>Does the RPA have a rehabilitation facility to help support teachers get back to work more quickly?</p>	<p>Yes, rehabilitation facilities are available. The TPA will administer the arrangement to manage claims cost. In suitable cases the provision of rehabilitation and associated case management facilities is necessary to achieve that.</p> <p>The process identifies cases where rehabilitation may bring benefit through reduction in claims life-cycle, reduced claims costs and in relation to accelerated recovery from injury.</p>
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 Academies 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 Academy 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</p>

Question No.	Question	Response
		<p>Academies 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 Academies need to report losses that are below the Member retention levels?	There is no requirement on Academies 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?	<p>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 (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>
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.
9.	If my Academy has both primary and secondary pupils will the £250 or £500 Member retention apply?	A Member retention of £250 (£25 under the Money Section) will only apply to Academies that only provide primary education, the Member retention applicable to all other Academies is £500 (£50 under the Money Section). Please note the Member retention for subsidence claims for all Academies 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 academy 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 academies reputation, help the academy 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"> • Significant damage /or loss of property where operations are significantly affected • Major injuries

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

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 Academies be required to meet that funding gap?	Opting in to the RPA means associated funds are removed at source.
2.	How will Academies procure motor, travel and engineering cover and how will this be funded?	<p>Exclusions to the RPA will have to be met from existing GAG 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 academies via RPA+ for the classes of insurance which fall outside of the RPA.</p> <p>Academy Trusts must make a judgement on which procurement route best meets their needs for the additional cover required.</p>
3.	What is the method for reclaiming additional insurance costs incurred until the end of a current long term agreement?	<p>Please refer to Sue Baldwin's original letter dated 14th Feb 2014 (see link below) which states:</p> <p>"Current arrangements for reimbursing academies' and free schools' insurance costs include the £20 per pupil insurance supplement and individual applications to the EFSA for costs above that. Because the £20 per pupil supplement is being withdrawn from 2014/15, the EFSA will reimburse the actual cost of insurance above £25 per pupil between 1 September 2014 and the expiry of academies' and free schools' current insurance contracts."</p> <p>https://www.gov.uk/government/publications/letter-to-academy-trusts-funding-updates-for-2014-to-2015</p> <p>Other than for the first year, reimbursement is not available for long term agreements entered into after the 14th February 2014.</p>
4.	Is the £20 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 academies 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.
5.	Can an Academy that shares a site with a school still under local authority control join the RPA?	Advice needs to be sought from the EFSA on a case by case basis.
6.	If an Academy extends or enters into a new long term agreement will additional funding be available.	Additional funding is only available for long term agreements entered into before the 14 th February 2014. Additional funding will not be available for long terms agreements entered into on or after the 14 th February 2014 or extended beyond their original expiry date
7.	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

Question No.	Question	Response
8.	Should Academies 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 Academy to break their long term agreements; however Academies should ensure renewal terms offered by insurers are in compliance with the terms of the agreement and should not exercise any options to extend long term agreements.
9.	If the renewal dates for an Academies insurance programme are staggered what is the process for joining RPA?	The Academy 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 Academy should join the RPA with effect from the first date on which the insurance policy(s) fall due for renewal.
10.	How much notice is required to opt into the RPA?	Academies 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.
11.	How with 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?	<p>The total amount would be pro rata based upon the daily cost and spread evenly across the remaining months of the Academic year. For example an Academy opts in for the 1st October 2016 based on 100 pupils.</p> <p>100 pupils x £20 per pupil = £2,000</p> <p>£2,000/365x335 (1st October to 31st August) = £1,835.62</p>

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 RMBlueSupport@willis.com When your request has been processed by our accounts team 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 at least six months. You will then need to email RMBlueSupport@willis.com 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 an Academy arranges a survey if it suspects there are ACMs in the premises. An Academy can then be absolutely sure whether asbestos is present or not.</p> <p>Alternatively, an Academy 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 Academies 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. An Academy 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, an Academy 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 Academy 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"> • identify what can harm people in the organisation • identify who might be harmed and how • evaluate the risks and set appropriate controls, taking into account the controls already in place <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"> • 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 • The responsibility section sets out who within the organisation is responsible for specific actions • 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
8.	Who needs to be appointed as an Academy's Competent Person?	<p>As an employer, an Academy 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 Academy which will include an understanding of the risks within the Academy. The appointed Competent Person does not need to be from within the Academy 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 Academy's water system. The responsible person should understand the Academy'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"> • water is stored or re-circulated as part of the system • the water temperature in some or all parts of the system is between 20–45 °C • there are sources of nutrients such as rust, sludge, scale and organic matters • conditions are present to encourage bacteria to multiply • 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 • it is likely that any employees, pupils or visitors are more susceptible to infection

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?	An Academy 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, an Academy 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 an Academy Trust maintains a minimum standard of risk management which includes:</p> <ul style="list-style-type: none"> • maintaining the property in a satisfactory state of repair • taking all reasonable precautions for the safety of property • taking all reasonable precautions to prevent loss, destruction, damage, accident or injury • undertaking reasonable checks when employing members of staff • setting and maintaining systems for the protection of property, employees, pupils and third parties • compliance with the laws of England and Wales <p>In relation to fire protection specifically the Academy Trust will need to undertake a suitable and sufficient fire risk assessment in line with the Fire Safety Order 2005.</p>

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 academies. 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/Members; the Member will receive a copy of the report and will be expected to provide updates to RPA in relation to demonstrate reasonable risk management improvements. If requested by the Member and/or 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 that 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 endangers 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.</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.	The Academy Handbook will state that compliance with reasonable risk improvements will be mandatory, who will determine what is reasonable?	<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 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.

Overseas Travel (Effective 1st September 2018)

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 cost, 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.	We have already booked a school trip that will take place after 1 September 2018. Will this be covered by the RPA?	Cover under the RPA for the overseas travel commences 1 September 2018, subject to the usual RPA Membership Rules school trips that commence after this date will be covered in relation to medical expenses, repatriation, loss of baggage etc. the only element of cover that will not be provided is reimbursement of any costs associated with cancellation of the trip between now and 31 August 2018. Cancellation cover will be provided from 1 September 2018 but only in relation to cancellation by a cause not known by the academy prior to 1 September 2018.
3.	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 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.
4.	Is there a cover summary document that we can provide to parents?	A cover note is currently being prepared and will be available to all Members as part of the 2018/2019 Membership Pack. This cover note will summarise the cover provided by the RPA, confirm the name of the Member Academy, Membership number and Membership Period as well as emergency contact details to notify claims.
5.	How will hospitalisation / repatriation costs be paid? Will the academy 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.
6.	In respect of overseas trips. is there an Emergency Medical and Urgent Incidents Assistance Helpline?	<p>Yes, please contact +44 330 058 5566 with the following information:</p> <ul style="list-style-type: none"> • Confirm your location and current situation • Describe what has happened/when/details of these affected • Tell us exactly what assistance/help you need • If real time translation is required, confirm which language is required • Contact/notify your change of command – if not possible we will contact them on your behalf
7.	Our academy has already renewed its travel insurance policy and cover goes beyond 1 September 2018. How does the RPA cover operate in this circumstance?	Academies that have existing insurance cover in place can seek to cancel the insurance cover with effect from 1 September. If your insurer refuses to cancel mid-term, cover can continue until the policy expiry date. Policies can be lapsed as cover will be automatically provided by the RPA with effect from the date your existing policy is no longer effective.

Question No.	Question	Answer
		If a travel insurance policy remains in force after 1 September 2018, any claims will need to be made against the insurance policy, rather than the RPA.
8.	Is Personal Liability covered?	Yes, the RPA will provide cover up to £5,000,000 as per page 79 of the RPA Membership Rules.
9.	Does the RPA include search and rescue by helicopter?	Cover is included for search and rescue expenses for additional costs that 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 a Person from sustaining bodily injury or becoming ill.
10.	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.
11.	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 provide for hospital treatment provided on an in-patient basis where the 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.
12.	As the RPA is not insurance, will hospitals/doctors refuse the RPA as guarantee of payment for large medical expenses?	As 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 therefore the RPA not being insurance will not be an issue.