**RPA Cover Helpdesk Top Ten FAQ’s**

**How can I make a claim under RPA and is there any limit to the number of claims that I can make?**

*For urgent incidents please call 03300 585566, a sample of what an urgent incident could be is listed below:*

* *Major injuries*
* *Serious assaults*
* *Fatality*
* *Allegations or knowledge of abuse*
* *Pollution incidents*
* *Media involvement*
* *If you are in doubt whether something is serious*

*If such an event occurs then please dial the main contact number above, the facility provides for 24/7/365 coverage.*

*For all other incidents the online incident facility enables Members to access incident forms in a secure manner, meaning Members can notify new incidents 24 hours a day, 7 days a week.*

*To access the portal please click the following link:* <https://www.rpaclaimforms.co.uk/>.

*The Members Unique Reference Number (URN)/Membership Number and relevant contact details will be required to notify a claim.*

*If help is needed in gaining access to the portal Members can call the TopMark Claims Management on 03300 585566.*

*There is no limit on the number of claims that can be made, however a number of the cover sections are subject to aggregate limits per membership year. Once the limit has been breached no further claim can be made until the next membership year. The sections that are subject to aggregate limits are:*

* *Section 5, Governors Liability (£10,000,000, other inner limits apply as detailed in the Membership Rules)*
* *Section 6, Professional Indemnity (unlimited cover however inner limits apply for some elements of the cover as detailed in the Membership Rules)*
* *Section 7, Employee and Third Party Dishonesty (£500,000)*
* *Section 12, Legal Expenses (£100,000)*

**Are personal effects of staff and pupils covered?**

*Any claims for personal possessions of employees or pupils should in the first instance be notified by the individual to their insurer (e.g. home insurer).*

*However 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. Theft cover is provided under the RPA apart from by a person who is lawfully on the premises.*

*The Member is responsible for the first £500 each and every loss unless the member is a Primary School when the school is responsible for the first £250 each and every loss. So in practice for RPA to respond; a claim for personal effects would have to form part of a larger claim involving more than one personal item and/or school property.*

*For notification of such claims/incidents please contact the RPA Third Party Administrators who are TopMark. They can be contacted via the claims portal* <https://www.rpaclaimforms.co.uk/> *or via 03300 585566.*

**We have an organisation who hires our sports hall/ playing field / classroom, are they covered by our RPA cover?**

*To confirm, there is no requirement to notify RPA of individual hires or lettings.*

*The activity will be covered by the relevant sections of the RPA (e.g. Material Damage Section in relation to repair/replacement costs of damage to property owned by or the responsibility of the school; Third Party Public Liability section in relation to legal liabilities incurred by the school for death or injury to third parties (including pupils) or loss or damage to third party property; Employers Liability Section in relation to death or injury to employees.) Note theft cover under the Material Damage Section excludes theft by any person lawfully on the premises.*

*The RPA includes an extension for Hirers Liability (See Section 4, Third Party Public Liability Section of the RPA Membership Rules) which will provide an indemnity to any hirer where that hirer does not have public liability insurance and would not be expected to have public liability insurance. This would be up to the school to manage accordingly, for example, it would not be the intention of the RPA to provide indemnities to large groups or organisations who are hiring the premises that would typically purchase public liability insurance. The school should request from such groups evidence of their third party public liability insurance.*

**We have a school residential trip in the UK that includes rock climbing/sailing, are we covered?**

*The RPA provides cover for school trips within the UK which include trips involving hazardous activities such as these. Applicable sections include Third Party Public Liability (unlimited), Personal Accident and UK Travel (limits and benefits as set out in the RPA Membership Rules) and Employers Liability (unlimited).*

*There is no restriction in relation to the activities that can be undertaken however cover is subject to the RPA Membership Rules including the general risk management guidelines noted within the RPA Membership Rules. In particular a school will need to conduct risk assessments in the same way as it would for any activity on school premises.*

**A student is going on work experience at an organisation that doesn’t have Employers Liability insurance; can we cover them via the RPA?**

*The RPA will only provide an indemnity where the school is legally liable to pay compensation to the pupil. The RPA will not indemnify any legal liability attaching to the employer.*

*All employers need employers’ liability insurance unless they are exempt from the Employers’ Liability (Compulsory Insurance) Act. The following employers are exempt:*

* *Most public organisations including government departments and agencies, local authorities, police authorities and nationalised industries;*
* *Health service bodies, including National Health Service trusts, health authorities, primary care trusts and Scottish health boards;*
* *Some other organisations which are financed through public funds, such as passenger transport executives and magistrates’ courts committees;*
* *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;*
* *Companies employing only their owner where that employee also owns 50% or more of the issued share capital in the company*

*If an employer is exempt the school should consider whether the receiving employer has the financial wherewithal to pay any compensation or damages that the employer may become legally liable to pay to the pupil.*

**Our alarm is out of action temporarily, will cover be invalidated?**

*There are no specific requirements within the RPA in relation to risk management or mitigation. There is a general requirement that a school maintains a minimum standard of risk management which includes:*

*• 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*

*Smoke and Fire Alarms*

*In relation to fire protection the school will need to undertake a suitable and sufficient fire risk assessment in line with the Fire Safety Order 2005 and put in place processes to mitigate the risk as they see fit. Cover would remain in force however during this period.*

*Intruder Alarms*

*In relation to intruder alarms the school will need to satisfy itself that is 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. Cover would remain in force however during this period.*

***Does the RPA offer Engineering Inspection services?***

*No, the school will need to make its own arrangements for statutory inspections, either with an insurance company or another body with the necessary competencies to carry out inspections.*

*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, replacement or reinstatement costs (less the usual Member Retention).*

***What is the extent of the cover provided by RPA for loss or damage to contract works and does the RPA provide joint names cover for the contractor in relation to the works and existing structure?***

*The RPA covers loss or damage to contract works, subject to a limit any one claim of £250,000. If the school requires cover for more than this limit, cover will need to be provided by a commercial insurance policy. Funding of the insurance would need to be included in the overall funding for the project.*

*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).*

*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.*

*In relation to the contract works the school can either:*

* *Rely on the cover provided by the RPA (up to £250,000 any one claim);*
* *Take out commercial insurance for the full value of the works;*
* *Require that the contractor takes out Contractors “All Risks” insurance to the full value of the works and with the school noted as an insured party.*

*If the school relies on RPA cover for the works (up to £250,000) the RPA will look to make a recovery from the contractor any claim payments made to the extent the contractor caused the damage giving rise to the claim.*

***What is the extent of cover for limited companies that are subsidiaries of the academy/school?***

*The RPA will provide cover for subsidiaries of academies/schools where the activity(s) of the subsidiary are in line with the business of the academy/school and have been approved by the RPA Administrator.*

*As the RPA is not insurance, the Employers Liability cover under the RPA will only apply if the subsidiary company is exempt under the Employers’ Liability (Compulsory Insurance) Act 1969. It is the academy’s/school’s responsibility to establish whether subsidiary companies are exempt or not.*

***What is the extent of cover for Multi Academy Trusts***

*A Member of the RPA can be either a Single Academy Trust or Multi Academy Trust (MAT). For cover to apply to the central infrastructure of the MAT all academies within the MAT need to be members of the MAT or there needs to be a commitment from the MAT that all academies in the MAT will join the RPA as soon as their existing insurance arrangements expire.*

*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.*

*Where a MAT includes academies that are subject to a PFI arrangement the RPA will provide cover for the MAT subject to all academies other than the PFI academy(s) being members or committing to be members of the RPA.*