**Reinforced autoclaved aerated concrete (RAAC)**

**Risk Protection Arrangement (RPA) Frequently Asked Questions**

**Published 19/09/2023 (v.1)**

This document provides answers to questions arising because of the discovery of Reinforced autoclaved aerated concrete RAAC within property for which our members are responsible. RPA is a Department for Education (DfE) product and, whilst RAAC itself is excluded under the RPA rules, we want to provide assurance to members that they are supported by DfE during the mitigation process.

We have continually explored ways to enhance the service for example through the introduction of Travel Cover in 2020 and Cyber Cover in 2022. We are proud to offer this service to schools and academies and in the last survey of members 93% said they were satisfied or extremely satisfied with the service provided.

**Question 1.**

We are not sure whether we have RAAC, what do we do?

**Answer 1.**

Please refer to the [DfE guidance](https://www.gov.uk/government/publications/reinforced-autoclaved-aerated-concrete-estates-guidance) in the first instance and make sure you have completed the survey via the RAAC portal. Further information can be found here explaining what you need to do: [Everything you need to know about the new guidance on RAAC in education settings – The Education Hub (blog.gov.uk)](https://urldefense.com/v3/__https%3A/educationhub.blog.gov.uk/2023/08/31/new-guidance-on-raac-in-education-settings/__;!!IF02HbLKfvgGAZjM2hVeUw!ar36xq5QN3e6WWTRtG5kflU6SWWa6W7hYcQM1oT4DwGz2EAzi2HEM2wGy04QUYgdzdAZuTSX8Cc7gwwS3bk_W5t0tWq0LF4JLM0VMw$)

**Question 2**

Will the RPA cover the cost of surveys to identify whether RAAC is present?

**Answer 2**

RPA doesn’t cover the cost of investigative works to determine the presence of RAAC. However if you think you may have RAAC or want to find out more about how to undertake a survey please refer to the [DfE guidance](https://www.gov.uk/government/publications/reinforced-autoclaved-aerated-concrete-estates-guidance) or contact the DFE capital team at RAAC.Awareness@education.gov.uk with any questions.

If RAAC is confirmed the DfE will provide support and fund all capital mitigation works needed.

**Question 3**

We have discovered RAAC in our school, but it has not collapsed or caused any damage. What cover does RPA provide?

**Answer 3**

Whilst the cost of replacing RAAC is not covered under RPA, the DfE have committed to funding capital mitigation works once it has been confirmed.

All settings known to contain RAAC will be assigned a dedicated DfE caseworker who will work with the responsible body to assess the site’s particular needs and help them put in place individual solutions.

Please refer to the guidance in the first instance: [Everything you need to know about the new guidance on RAAC in education settings - The Education Hub (blog.gov.uk)](https://urldefense.com/v3/__https%3A/educationhub.blog.gov.uk/2023/08/31/new-guidance-on-raac-in-education-settings/__;!!IF02HbLKfvgGAZjM2hVeUw!ar36xq5QN3e6WWTRtG5kflU6SWWa6W7hYcQM1oT4DwGz2EAzi2HEM2wGy04QUYgdzdAZuTSX8Cc7gwwS3bk_W5t0tWq0LF4JLM0VMw$).  You are not obliged to inform RPA of the discovery of RAAC.

**Question 4**

Our initial questionnaire response said we didn’t have RAAC. Are we covered if the questionnaire was completed without an expert survey to determine if RAAC was present?

**Answer 4**

All discoveries of RAAC in an education setting will be supported by a dedicated DfE caseworker. The capital costs of mitigation will be met by DfE. This is not affected by the original questionnaire response.

Responsible bodies of state-funded education estates in England who suspect RAAC might be present on any of their sites must immediately inform the DfE via the [DfE Capital Portal](https://dfe-capital2.microsoftcrmportals.com/SignIn?ReturnUrl=%2Fraac-home%2F). Should you have any difficulties, please email RAAC.Awareness@education.gov.uk

**Question 5**

If we discover RAAC, and undertake mitigation works alongside DfE, do we need to notify RPA?

**Answer 5**

No, there is no requirement or obligation to notify RPA of works, including RAAC mitigation undertaken on your buildings. However, if the mitigation works exceed £250k in value you will need to either obtain commercial insurance for the works or request your contractor to obtain all risk insurance with you as a named insured party for the full value of the works.

**Question 6**

We have had to hire temporary accommodation for the duration of works to mitigate RAAC in the school. Will RPA cover extend to the temporary accommodation in the event of a defined peril occurring?

**Answer 6**

The RPA will provide all risks cover (including subsidence and terrorism) for all property (buildings and contents) that is owned by the school or for which the school is responsible to insure under a hire or lease agreement. The school should notify the supplier of the temporary accommodation that the school will be utilising the RPA rather than an insurance policy to provide cover for the property in question.

**Question 7**

I’m an RPA member and we have suffered an incident where RAAC has collapsed causing damage to the school and/or injury to persons, what do we need to do and what is covered by RPA?

**Answer 7**

Please contact the RPA claims handlers (contact details below) with full details to determine the extent to which cover may apply.

The RPA claims handlers will appoint independent loss adjuster and legal adviser as appropriate to the circumstances of the loss to assist with such assessment of cover. Whilst each case will be considered for its own unique circumstances, we have provided some broad examples below to illustrate where RPA may or may not provide cover.

The RPA will not provide cover for the cost of property that is defective, i.e., property that contains RAAC, nor will it cover any increased cost of working incurred whilst repairing / replacing RAAC, but this cost will be met by DfE.

***Example: If the roof collapses because the roof was constructed using RAAC cover under the RPA will apply as follows:***

* ***Repair or reinstatement costs of the roof itself would not be covered but this cost will be met by DfE.***
* ***If the collapse causes damage to third party property, death / injury to employees or death / injury to third parties (including pupils and school visitors) the RPA will pay the defence costs of any claim and indemnify the school for any damages, compensation or claimant’s legal costs that the member school is legally liable to pay. The RPA will pay the defence costs of any criminal proceedings brought against the member school under the Health and Safety at Work Act 1974 however, the RPA will not cover any resulting fines or penalties, nor will it cover any charges under the HSE Fee for Intervention (FFI) cost recovery scheme.***
* ***If the collapse damages other school property that is not defective the RPA will pay the repair / reinstatement costs of such property. If there is asbestos within the damaged school property that was not defective RPA will cover the costs of specialist asbestos removal. The RPA will not cover any other costs associated with asbestos removal or decontamination.***
* ***The RPA will cover the increased costs of running the school (e.g. alternative accommodation) that are a direct result of damage to school property that is not defective. Once the non-defective property has been repaired or reinstated the increased cost of working cover will cease even if further work is required on the roof that contained RAAC.***

**Question 8**

During the process to find out whether we have RAAC we have suffered an incident where the roof has collapsed causing damage to the school and/or injury to persons but we are unsure whether the collapse is as a result of RAAC or another cause, what do we need to do and are we covered by RPA?

**Answer 8**

Please contact the RPA claims handlers (contact details below) with full details to determine the extent to which cover may apply.  The RPA claims handlers will appoint independent loss adjusters and legal advisers as appropriate to the circumstances of the loss to assist with such assessment of cover. DfE have committed to funding necessary capital mitigation works once RAAC has been confirmed.

**Question 9**

Are we covered if a visual inspection has not shown RAAC, and we haven't had a more detailed survey yet but there is an incident?

**Answer 9**

RPA cover will apply equally to situations where incidents occur. The priority is to contact the RPA claims handlers (contact details below) with full details to determine the extent to which cover may apply.

Cover will depend on the cause of the incident which may or may not be related to the presence of RAAC. The RPA claims handlers will appoint independent loss adjusters and legal advisers as appropriate to the circumstances of the loss to assist with such assessment of cover.

DfE have committed to funding necessary capital mitigation works once RAAC has been confirmed

**Question:**

Due to the ongoing RAAC issue, our school has been closed and our students are being educated in buildings not owned by the school. The buildings we are using are owned by a variety of organisations including local community centres, other schools, local authorities and colleges.

Will the RPA provide cover whilst our school is operating on these third-party sites?

**Answer:**

Subject to the terms and conditions as detailed in the RPA Membership Rules, the RPA will continue to provide an indemnity to the school in relation to school activities related to the business of the school in these circumstances.

This includes the Employers Liability section in relation to death / injury to employees and Third Party Liability section in relation to death / injury to third parties (including pupils) and damage to third party property. Both sections will indemnify the school for damages or compensation that the school is legally liable to pay the employee or third party.

If the school has transferred contents that they own or are responsible for to third party site(s) RPA cover will apply in relation to loss / damage, subject to the school’s usual Member Retention.

In terms of the buildings, unless there is a lease agreement in place making the school responsible for loss / damage of the building the RPA will not cover loss / damage (unless damage is caused by the school), the owner of the building will need to continue to insure, the same applies to any contents that are not owned by or the responsibility of the member school. Note if the owner of the building is a school that is a member of the RPA, the RPA will cover the costs of repair or reinstatement whilst it is being used by your school.

If the buildings are damaged by your school the Third Party Liability section may respond if the member school is legally liable for such damage. The Third Party Liability section excludes loss of or damage to any property which at the time of the occurrence giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Member other than premises and their fixtures and fittings, hired, leased, rented or lent to a Member other than such loss or damage if liability is assumed by the Member under a tenancy or other agreement and would not have attached in the absence of such agreement.

**RPA Claims Handler Contact Details**

1. Dedicated RPA claims portal: [www.rpaclaimforms.co.uk](http://www.rpaclaimforms.co.uk)
2. Post, email and telephone

TopMark Claims Management Ltd

160 Bath Street

Glasgow

G2 4TB

Email: rpa.cm@davies-group.com

Telephone: 03300 585 566