RPA Cover Helpdesk Top Ten FAQ's

1. **How do we access RPA Membership Documentation?**

To access your current Risk Protection Arrangement (RPA) documentation please log in to DfE Sign-in as if you were joining the RPA and download your latest membership document. We have updated the RPA guidance page with new DfE Sign-in tutorial videos to assist you with access.

Your organisation's DfE Sign-in 'Approver' can grant you access to the RPA service, from here you will be able to download your RPA membership document.

Approvers please note, DfE Sign-in accounts must have the 'Online Collections Service - including Risk Protection Arrangements' assigned, however if you do not have the RPA role selected this will need to be added. Please access DfE Sign-in, Services, and select 'Online Collections Service - including Risk Protection Arrangements' then select 'Risk Protection Arrangement (RPA)' role.

Should your DfE Sign-in account have both the Online Collections Service - including Risk Protection Arrangements, and the RPA role assigned, but you are still unable to sign-up to the RPA, please clear all internet browsing history, including passwords and form data, then open a new browser and log back in to DfE Sign-in. Try again to access RPA from the Services header.

Should you continue to have access issues with DfE Sign-in in respect of RPA, please use the following link: https://help.signin.education.gov.uk/contact-us to report the issue.

The new RPA welcome packs contain all of the RPA contact details you'll require and we also have published RPA FAQ documents in your support.

Full details of what RPA covers are included in the published Membership Rules, which are also available via the RPA guidance page.

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

For all urgent incidents, excluding overseas travel and cyber, 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
- Cyber incidents
- 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 24/7/365 coverage.

For overseas travel emergencies and incidents (including when in need of hospital treatment on an in-patient basis) please call +44(0) 20 3475 5031.

For cyber incidents, Members should be contacting the Cyber Response Service: By telephone: 0800 368 6378 or by email: RPAresponse@CyberClan.com

You will receive a guaranteed response within 15 minutes.

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)
- Section 14, Cyber (£250,000 or £750,000 if part of a Group Network)

If you need to escalate a claim and have been provided with a claim reference, you can do this via the claim's portal. Select the ongoing claim tab and you will be able to escalate an existing claim.

3. **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 extension for Hirers Liability (Section 4 – Third Party Public Liability of the RPA Membership Rules) will provide indemnity to a person or group of individuals or an organisation who would not be expected to have their own public liability insurance, for example, it would not be the intention of the RPA to provide cover for liabilities of groups, organisations or businesses who are hiring the premises such as a football / swimming club who should provide evidence of public liability insurance to the Member. We would not expect groups of friends getting together to play a sport or families hiring the hall for functions to have their own public liability insurance. There is no specific list of what is or isn't covered as this is up to the Member to decide.

The RPA will continue to indemnify the Member for the Members legal liability to pay compensation for personal injury or damage to third party property arising out of the use of its facilities by third parties.

4. **A pupil 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 provide an indemnity where the Member 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

Not having insurance does not limit liability in law. If an employer is exempt, the Member 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.

5. 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 Member maintains a minimum standard of risk management:

Precautions and Reasonable Care

Members, and the Local Authority in the case of Local Authority Maintained Schools, must:

i) Take all reasonable precautions to prevent and minimise injury, damage and loss; and

ii) Comply with statutory legislation and guidelines; and

iii) Exercise care and due diligence in the selection and vetting of staff, visitors and contractors.

For information, this shall include Members:

i) undertaking risk assessments as required by legislation;

ii) maintaining the Property in a satisfactory state of repair;

iii) taking all reasonable precautions for the safety of Property;

iv) taking all reasonable precautions to prevent loss, destruction, damage, accident or injury;

v) undertaking reasonable checks when employing members of staff;

vi) setting and maintaining systems for the protection of Property, Employees, pupils and third parties;

vii) compliance with the laws of England and Wales;

viii) compliance with United Kingdom Government guidance as appropriate.

<u>Smoke and Fire Alarms</u>

In relation to fire protection, the Member 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.

<u>Intruder Alarms</u>

In relation to intruder alarms the Member will need 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. Cover would remain in force however during this period.

6. Does the RPA offer Engineering Inspection services?

No, the Member 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 engineering equipment 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).

7. 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?

Please note the RPA provides cover for minor works only. In the event of loss or damage to the works the maximum the RPA will pay is limited to £250,000 any one claim. If the Member 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.

The RPA is not insurance and 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 Members must not enter into any contract that requires them to arrange joint names insurance cover or obtain a waiver of subrogation for contractors for either the existing property or the contract works. The RPA member, is required to work with a legal professional to amend or draft clauses within any contract to set out that the:

a) contractor retains responsibility for any damage it causes to the existing structure or contents (the existing structure itself will continue to be covered by the RPA, but RPA will seek to recover any claim payments made from the contractor);
b) contractor retains responsibility for any damage it causes to the works (if the Member is relying on RPA cover for the works);
c) contractor takes out and maintains public liability insurance for the duration of the works with an appropriate limit of indemnity (limit to be specified by the RPA member).

Failure to do so may result in:

a) losses not covered by the RPA
b) the Member being in breach of contract
c) potential high premiums leading to increased costs to the member (if insurance options are sought later in the project)

RPA will continue to provide cover for existing structures during refurbishment works however in the event damage is caused by the contractor RPA will make a recovery from the contractor. The contractor can cover this risk by way of a third party public liability insurance policy; they are not required to cover the existing structures in full under a property damage insurance policy.

In relation to the contract works the Member 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 Member noted as an insured party.

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

8. **Can you clarify what are you constituting as offline backup when referring to RPA Condition of Cover 1 (All members must have offline backups) and which systems are classed as critical to business?**

A backup stored in another location but attached to the network is not an offline backup.

A backup can be offline and, in the cloud, as long as the backup is only connected at the time the backup is being made.

If the backup is not an offline backup, then you wouldn't meet the condition of cover and a claim wouldn't be valid.

You will need to determine what systems are critical to business, but RPA are only able to restore systems and recover data from offline backups.

The wording of the Offline Backup has been clarified and to align with the Cyber security standards published by the Department for Education:

All members must meet the Department for Education's Cyber security standard relating to backups. The standard states:

"You should have at least 3 backup copies of important data, on at least 2 separate devices, at least 1 must be off-site."

Further help and guidance can also be found on the following NCSC pages:

- *Backing up your data - NCSC.GOV.UK*
- *Step 1 - Backing up your data - NCSC.GOV.UK*
- *Offline backups in an online world - NCSC.GOVUK*
- *Cloud backup options for mitigating the threat of ransomware - NCSC.GOV.UK*

9. Our school has dogs / animals that are cared for by the pupils or are brought into school for educational / therapy / wellbeing purposes. What cover does RPA provide for these animals / activities?

The RPA will provide an indemnity if the Member is legally liable to pay compensation in the event of third party death or injury or third party property damage caused by an animal that is owned by or under the control of the Member.

Unless covered under a more specific pet insurance policy, the RPA will also provide an indemnity under Section 4, Third Party Public Liability if an animal, brought into school for educational or therapy / wellbeing reasons, causes any third party property damage or injury to a third party (including pupils) to the extent that the school is legally liable to pay compensation or damages to the claimant.

Section 3, Employers Liability will provide an indemnity to the school if the school is legally liable to pay compensation or damages to an employee injured by an animal on school premises in the course of the employee's employment with the school.

The RPA would not provide an indemnity to the individual owner of the animal for their legal liability.

The RPA rules do not exclude damage to the Member property caused by the animal but cover for Material Damage claims are subject to the Member Retention of £500 per loss reducing to £250 each and every loss for nursery and primary Members.

To confirm the RPA will not compensate the Member if an animal dies or is stolen and will not provide cover for vet fees if the animal becomes ill or is injured therefore separate insurance would be required if needed.

The animals will not be covered under the RPA and separate insurance will be required, if needed. However, we can confirm that the RPA will provide indemnity to the Member when handling the animals to the extent that the Member are legally liable (negligent) in causing injury to Member staff under the Employers Liability section and injury to third parties (including pupils etc.) and damage to their property under the Third Party Public Liability section. The RPA will defend claims and provide damages or compensation that the Member is legally required to pay to the claimant. Risk assessments will need to be undertaken, recorded and adhered to.

10. What is the extent of third party liability cover provided for medical procedures?

The 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, nurse, 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. Member employed medical professionals will still need to take out and maintain medical malpractice insurance or indemnity coverages.

Cover provided by the RPA will be subject to adherence with the statutory guidance:

Supporting pupils with medical conditions at school - GOV.UK (www.gov.uk)

This statutory guidance explains how Members should fulfil their statutory duty to “make arrangements” for supporting pupils with medical conditions, in particular, by establishing clear policies for meeting medical needs and having Individual Healthcare Plans which set out what needs to be done, when and by whom, in the case of specific pupils, especially those with more complex health conditions.

Where a Member has not complied with the statutory guidance, and can demonstrate mitigating circumstances for not doing so, in the event of a claim the RPA Administrator will consider the circumstances on a case-by-case basis to determine whether cover can be provided.

As with any other activity of the Member, risk assessments must be recorded, reviewed and updated periodically. Members should be able to demonstrate that they have followed their own procedures for mitigating risk.

To confirm, the RPA cover does not extend to medical negligence / medical malpractice indemnity. If the Member requires medical negligence / malpractice cover then they will need to buy commercial insurance.